EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
JANUARY 2, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. New Customer Service Initiative

5. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing Cassandra Pedraza for Winning a $10,000.00 Scholarship at the San Antonio Livestock Show Western Art Contest. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PRESENTATION AND REPORT

A. Presentation Regarding the Edinburg Downtown District. [Jaime Acevedo, Director of Planning & Zoning]

8. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg Economic Development Corporation's Facade and Lot Improvement Program (FLIP). [Raudel Garza, Edinburg EDC Executive Director]

9. APPOINTMENTS

A. Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Planning and Zoning Commission, One Member; Public Library Board; One Member; Zoning Board of Adjustments, Three Members. [Clarice Y. Balderas, City Secretary]

10. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item 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 Open Meetings Act.

A. Considering Awarding RFP No. 2024-005, Purchase of a Palo Alto Next Generation Firewall to Insight Public Sector, Inc., in the Amount of $54,176.09. [Daniel Vera, Director of Information Technology].

B. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Supply Corporation to Provide Fire Protection services to City Place at Chapin Subdivision and Las Magnolias Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

C. Consider Amendment to Interlocal Agreement with the City of McAllen for Jackson Hike and Bike Phase 2 and Authorize the City Manager to Execute any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

D. Consider Awarding RFP No. 2024-006, Doolittle Detention Pond to RBM Contractors, LLC for an Amount Not to Exceed $3,324,532.82 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

E. Consider Awarding RFP No. 2024-007, Schunior Detention Pond Phase 3 to MOR-WIL, LLC for an Amount Not to Exceed $496,242.85 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

F. Consider Authorizing the City Manager to Enter Into Job Task Order No. 4 with Millenium Engineers Group, Inc. for Construction Materials Testing Services on the Doolittle Detention Pond Construction for an Amount Not to Exceed $80,254.60 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

G. Consider Resolution Authorizing the Installation of Two Additional Stop Signs at the Intersection of Freddy Gonzalez Drive and Mon Mack Road to Convert the Intersection to a 4-Way Stop Controlled Intersection. [Tomas D. Reyna, Assistant City Manager]

11. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

12. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item 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 Open Meetings Act.

A. Consultation with City Attorney and Possible Action Regarding Economic Development Agreement with Doctors Hospital at Renaissance, Ltd. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

B. Discussion and Possible Action Regarding Project Aluminimum Foil. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

13. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on December 28, 2023 at 8:15 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
PROCLAMATION/RECOGNITION
Agenda Item No: 5.A.
Western Art Show and Contest Class Champion

1. **Agenda Item:**
   Presentation of Proclamation Recognizing Cassandra Pedraza for Winning a $10,000.00 Scholarship at the San Antonio Livestock Show Western Art Contest. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Miss Cassandra Pedraza, Edinburg North High School student, entered the San Antonio Western Art Show and Contest and won Class Champion for her pastel drawing, earning a $10,000.00 scholarship. It was the first time Edinburg North High School compete in this very prestigious event.

   The City of Edinburg City Council would like to recognize the achievements of Cassandra Pedraza and wish her success in her future endeavors.

3. **Staff's Recommendation:**
   Recognize Cassandra Pedraza for Winning a $10,000.00 Scholarship at the San Antonio Livestock Show Western Art Contest.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria E. Ortiz
Administrative Assistant

Attachments:
A. Proclamation: Cassandra Alise Pedraza

PROCLAMATION



CASSANDRA ALISE PEDRAZA

WESTERN ART SHOW AND CONTEST CLASS CHAMPION

WHEREAS, Cassandra Alise Pedraza was born to Laura Iris Pedraza and Gabriel Pedraza, on April 27, 2007; and,

WHEREAS, Miss Pedraza was encouraged by her mother to draw and paint, she enrolled her in Art Camps but she developed greater skills when she took Art in 6th grade at Elias Longoria Middle School where under the direction of Art Teacher Amanda Munoz, Miss Pedraza earned the title Junior Vase-Category 2-D medalist; and,

WHEREAS, in seventh grade still under the direction of Ms. Munoz, Miss Pedraza once again earned the title Junior Vase-Category 2-D medalist adding the Celebrating Artists Book Publication Winner; and,

WHEREAS, in 2020, while in the eighth grade she won the grade Junior Vase-Category 2-D Medalist and the VASE-Category 2-D-Medalist and Platinum Selection; and,

WHEREAS, freshmen year under the direction of Ms. Gabriela Gonzalez, Miss Pedraza was awarded 9th grade High School VASE-Award State Qualifier and State 2D Medalist and Rio Grande Valley Birding Festival art Contest Finalist; and,

WHEREAS, in her sophomore year Miss Pedraza, under the direction of Art teach Manuel Saenz she was once again named VASE 2-D Regional Medalist; and,

WHEREAS, in 2023 taking Art 3 under the direction of Ms. Gabriela Gonzalez, Cassandra entered into the Hacienda Ford Exhibition “Dia de los Muertos”; and,

WHEREAS, Miss Cassandra Pedraza, Edinburg North High School student, entered the San Antonio Western Art Show and Contest and won Class Champion for her pastel drawing, earning a $10,000.00 scholarship. It was the first time Edinburg North High School compete in this very prestigious event; and,

WHEREAS, the Edinburg City Council is proud to recognize the achievements of Cassandra Alise Pedraza and wish her success in her future endeavors.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize:

Cassandra Alise Pedraza

a talented student-artist for her achievements and phenomenal performance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 2nd day of January, 2024.

CITY OF EDINBURG, TEXAS
By: _____
Ramiro Garza, Jr., Mayor

ATTEST:
By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
PRESENTATION AND REPORT
Agenda Item No: 7.A.

1. **Agenda Item:**
   Presentation Regarding the Edinburg Downtown District. [Jaime Acevedo, Director of Planning & Zoning]

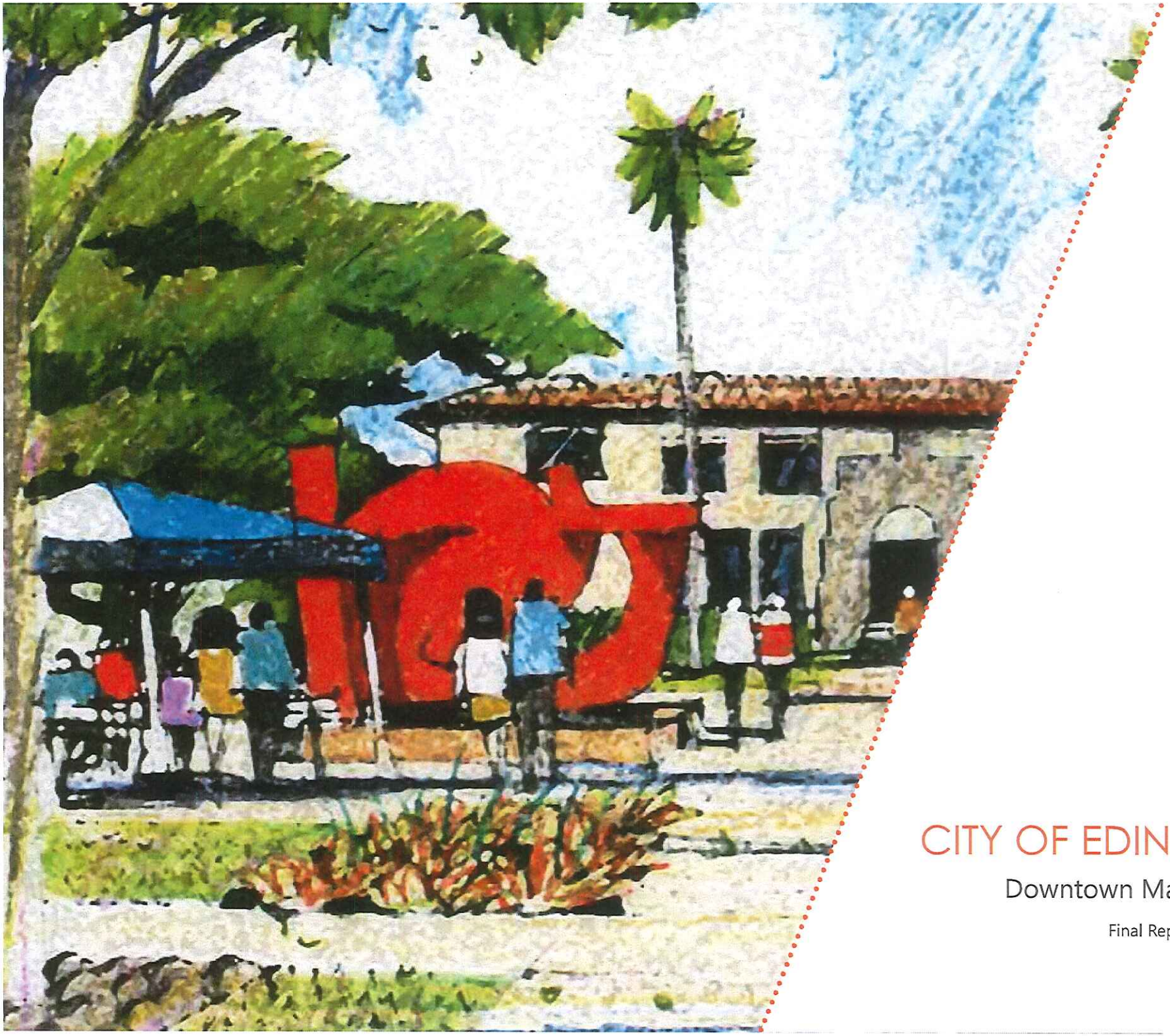
2. **Description:**
   Jaime Acevedo, Director of Planning and Zoning will conduct a presentation to inform the City Council on the current Downtown District designation and the Edinburg Downtown District Master Plan that was adopted in June 2010.

3. **Staff's Recommendation:**
   Present on the Edinburg Downtown District

Reviewed by:

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City of Edinburg Downtown Master Plan
B. Downtown District PP



CITY OF EDINBURG

Downtown Master Plan

Final Report, June 2010

CITY OF EDINBURG

Downtown Master Plan

Final Report, June 2010

ACKNOWLEDGEMENTS

CITY OF EDINBURG

Council
Richard H. Garcia, Mayor
Noe Garza, P.E., Mayor Pro Tem
Agustin "Gus" Garcia, Councilmember
Gene Espinoza, Councilmember
Alma A. Garza, Councilmember

City Staff
Ramiro Garza, Jr., City Manager
Frank Garza, Assistant City Manager
Juan R. Lopez, Director of Planning & Zoning
Isidro Fernandez, Urban Planner II
Edward Kuprel, City Forester
Damaris Aguirre, Urban Planner I
Isael Posadas, P.E., C.F.M., City Engineer
Jorge Gonzalez, E.I.T., C.F.M., Engineering Assistant
Daniel Tijerina, Director of Public Works
Tomas Reyna, Assistant Director
Abel Beltran, Subdivision Coordinator
Marissa Garza, Director of Community Development
David Salinas, Director of Utilities
Irma Garza, Director of Public Information
Nancy Martinez, Secretary I
Myra L. Ayala Garza, City Secretary
Shawn Snider, Fire Chief
Danny Vera, Webmaster
Hector Guzman, Computer Network Technician
Marco Martinez, Video Journalist
Miguel Gamboa, Video Journalist
Richard Hinojosa, Grant & Contracts Coordinator
Quirino Munoz, Police Chief
Ben Arjona, Information Technology
Pedro Salazar, GMA, Executive Director, EEDC

STEERING COMMITTEE

Mark Saenz, UTPA
Letty Gonzalez, Chamber
Dahlia Guerra, UTPA
Mark Pena, Environmental Committee
Byron Lewis, Business Owner
Shan Rankin, Museum of South Texas History
Markus Villareal, Business Owner
Alexis Sereni,, First National Bank
Gene Espinoza, Councilmember
Robert McGurk, Planning and Zoning
Felipe Garcia, Economic Development Corporation
Brenda Garza Salazar, Hidalgo County
Omar Palacios, ECISD
Robert Gandy, First National Bank
Ericka Hesbrook Alvarez, Business Owner

OTHER ACKNOWLEDGEMENTS

Dr. Rene Gutierrez, ECISD Superintendent of Schools
Dr. Robert Nelson, UTPA President
Rene Ramirez, Hidalgo County Judge
Oscar Garza, Hidalgo County Pct. 4 Commissioner
Jared Janes, The Monitor
Joey Gomez, Edinburg Daily Review

PLANNING TEAM

Broaddus Planning
James A. Broaddus, Ph.D., P.E.
Stephen B. Coulston, AIA
Christopher A. Rice, AIA
Catherine M. Sckerl
Aaron T. Hanley
Heather Walton

Townscape Inc.
Jim Richards, ASLA
Dennis Wilson, FAICP, MRAIC

Pegasus Planning
Sean Garretson, AICP

Rio Delta Engineering
Gilbert Guerra

Aldana Engineering
Albert Aldana, P.E.

LETTER FROM THE MAYOR

Dear Citizens,

Today the daily activity norm, for many valley cities whether it be residential, retail, government or corporate, has shifted from the historic downtown heart of their communities to remote retail developments. Fortunately, we here in the City of Edinburg continue to enjoy the hustle and bustle of mega-important government, legal, retail and tourist weekday activity from 8 to 5 p.m. in our vibrant downtown area.

Contributing to this phenomenon, are the County Courthouse, the University and the Museum of South Texas. Realizing the tremendous value these assets are to the City, we felt a responsibility to preserve, protect and expand on these benefits for the entire community.

Edinburg is poised to become the City for future development in Hidalgo County. So in keeping with the now accomplished plan to update the city's basic facilities, we realized that the trend of the future is for multi-use development that combines residential destination with retail destination. Therefore that should be the norm for our downtown area as it has been for the mentioned outlying developments.

In light of this realization, The City of Edinburg, Edinburg Economic Development Corporation, along with the Planning and Zoning Commission, entrusted a team of consultants headed by Broaddus and Associates to assist in structuring a Downtown revitalization effort in the form of a Master Plan that incorporated our ideas for the future.

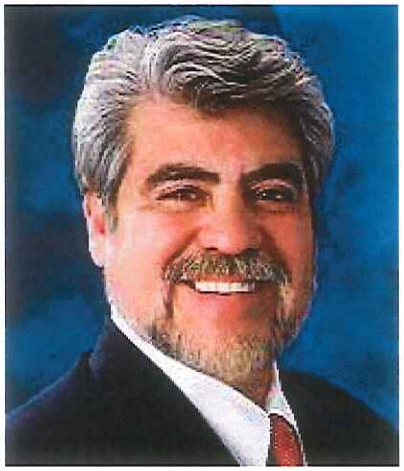
The results of the Downtown Master Plan process is framework that will help make Downtown Edinburg a desirable destination for people from all walks of life at all hours. If the goals of this Master Plan are achieved, the downtown area will once again become, as it was in its earlier years, the true heart of the city. It will be a vibrant destination to all, making it a viable investment opportunity to a larger and more diverse group of developers. The impact these effects will have on the economy will justify this planning endeavor.

The process brought a lot of different groups and faces to the table to discuss ideas for revitalization through community forums, workshops, and city council meetings.

The success of the Downtown Master Plan was hinged upon, and directly correlated to the level of participation and input from the community. I would like to thank all those who participated in the process and contributed their thoughts and opinions to help make this plan stronger. We have worked hard thus far to help establish the common vision that this plan grew from, but now we must continue to work together to see the plan through and make sure we secure the future viability of our community for generations to come.

Respectfully,

Mayor Richard H. Garcia



Mayor Richard Garcia

I would like to thank all those who participated in the process and contributed their thoughts and opinions to help make this plan stronger.

PREFACE

Over the past several months the City of Edinburg and their consultant team, consisting of Broaddus Planning, Townscape, and Pegasus Planning, have orchestrated a series of community workshops, online surveys, and in-depth analysis in order to generate a plan for reinvigorating the Downtown both economically and aesthetically.

Drawing from the observations, analysis, and community input, twelve Guiding Principles were developed to direct the creation of the Downtown Master Plan. These principles serve as benchmarks for the plan, and encompass tested urban design philosophies, market-driven economic revitalization recommendations, current sociocultural trends, and community goals.

The implementation of the Downtown Master Plan will be realized through several Catalyst Projects. The Catalyst Projects will act as drivers for economic revitalization by incentivizing private investment either through public-private partnerships or simple public infrastructure improvements. These Catalyst Projects reflect the Guiding Principles and offer implementation strategies that can be started today.

The creation of a Downtown Master Plan is a key step in revitalizing the historic core of Edinburg, and it will guide City work, improvements, and investment in years to come.



The visions, plans, and projects expressed in this document incorporate the input of City leadership, key stakeholders, and concerned citizens; it represents the goals and ideals of Edinburg.

PREFACE

Key Terms



ECONOMIC DEVELOPMENT:
The application of public resources to stimulate private-sector investment.



PLACEMAKING:
The process of creating memorable places such as parks, plazas, & streetscapes where people like to gather. Placemaking helps to strengthen a city's "sense of place" or identity.



FORM-BASED CODE:
A type of development code that focuses primarily on controlling the physical form of buildings and secondarily on land-uses. Form-based codes are comparable to zoning ordinances but do not replace building safety codes such as the international building code.



WALKABILITY:
A measure of the pedestrian's experience or walking conditions.



STREETSCAPES:
The public areas of the city; the parts of the city landscape that are visible from the street. A streetscape encompasses building facades, sidewalks, street furniture, tree canopy, paving, crosswalks, lighting, parking, and streets.



WAYFINDING:
All the ways in which people orient themselves and navigate from place to place. Wayfinding features can include any parts of the streetscape such as lighting, street furniture, and landscaping as well as signage and branding.

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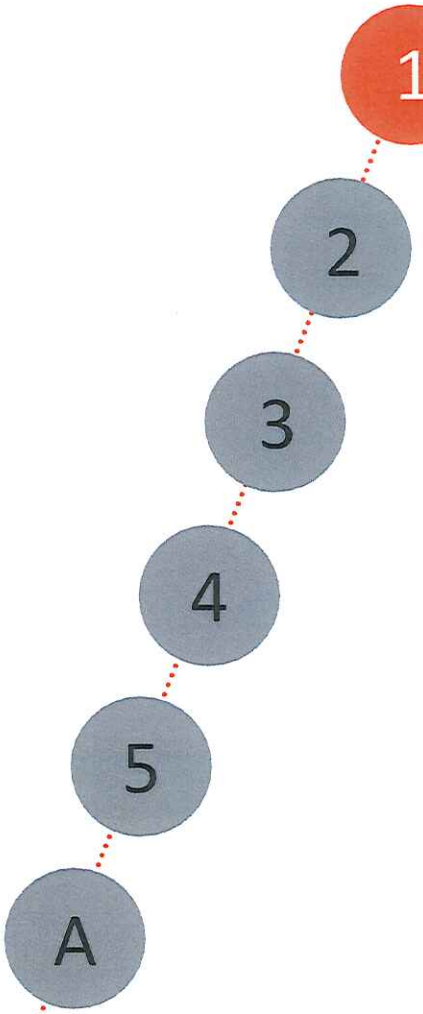
Appendix 4: Stakeholder Resolutions
Appendix 5: Project Schedule



EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Observations & Analysis - Physical Context

Like many Texas county-seats, Downtown Edinburg is designed around a Courthouse Square that is accessed off two, main thoroughfares. Surrounding the square are several historic buildings, retail spaces, and City offices, and a few blocks from the square is the University of Texas Pan-American campus.

Despite extensive population and job growth in recent years, the majority of investment has occurred outside Edinburg's Downtown area. Additionally, several infrastructure issues have negatively impacted the quality of the Downtown environment:

- The main north-south highway has divided the square, making it difficult to traverse on foot
- The grading of the highways causes occasional flooding, which impacts local businesses
- The streetscape offers few amenities and little shading, making it uncomfortable for pedestrians
- The Courthouse Square is filled with parking, which means there is no place for public gathering in Downtown except for the Museum of South Texas History and the recently completed Public Space on the west side of City Hall in front of the City Auditorium.



Despite extensive population and job growth in recent years, the majority of investment has occurred outside Edinburg's Downtown area.

EXECUTIVE SUMMARY

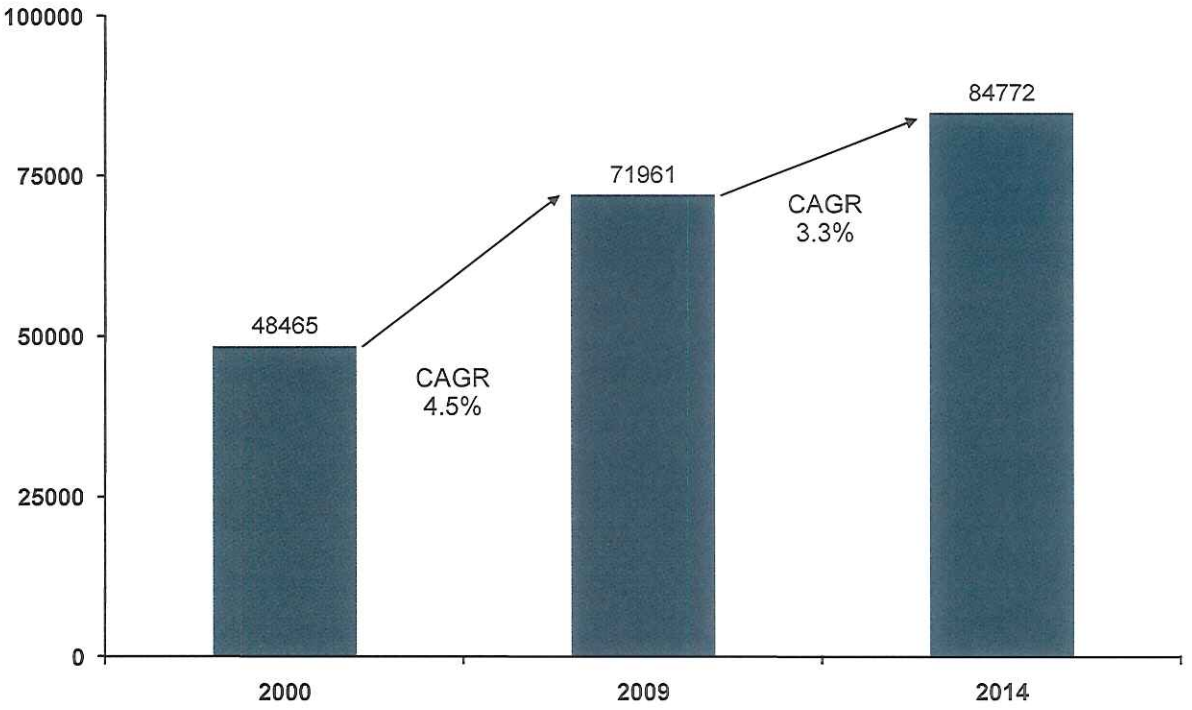
Observations & Analysis - Market Context

The Edinburg market outlook is very good, and the downtown should benefit from the expected growth. In order to focus some of that growth downtown, public policy and infrastructure investments are necessary. In the implementation section of this plan possible ways to shape both public policy and the public realm, through infrastructure improvements to help direct that growth towards revitalizing downtown will be discussed. Along with the general recommendations, Catalyst Projects that the public sector can facilitate are discussed and will also spur private sector investment.

The McAllen-Edinburg-Mission MSA has weathered the economic downturn particularly well. As of July 2009, it was one of only 3 of the top 100 metro areas in the US that recorded a net gain of jobs over the previous 12 months. The MSA recently ranked #1 in terms of jobs forecast based on Moody's Analytics 3-year, and as the "Best Mid-Sized Cities list for Job Seekers" (Forbes.com September 2009). Over the next five years, Edinburg's population growth rate is expected to slow, but continue to outpace the region as a whole. Population growth is 2nd in Texas behind the Austin-San Marcos MSA.

The University of Texas Pan American ranked as one of the "Best Public Colleges in the Country" (Forbes September 2000). The projected growth of the university and the desire among university leaders to have the downtown serve as a magnet and attraction to potential students and faculty bodes well for the future of downtown.

CITY OF EDINBURG: POPULATION



Forbes.com

America's Best Bang-For-The-Buck Cities

Francesca Levy, 11.30.09, 06:00 PM EST

Solid housing markets, relatively stable employment, enviable cost of living and quick commutes make these metros among the country's most affordable to live.

Bang-for-The-Buck Rank	Metropolitan Statistical Area	Housing Affordability Rank	Travel Time Rank	Real Estate Taxes Rank	Unemployment Rank	Vacancies Rank	Job Forecast Rank	Home Price Forecast Rank	Foreclosures Rank
1	Omaha-Council Bluffs, NE-IA Metro Area	21	37	68	1	16	8	19	3
2	Little Rock-North Little Rock-Conway, AR Metro Area	40	27	8	4	17	11	29	42
3	Jackson, MS Metro Area	48	6	4	14	14	72	16	9
4	Des Moines-West Des Moines, IA Metro Area	31	11	60	6	4	9	57	13
5	Augusta-Richmond County, GA-SC Metro Area	24	2	5	56	30	16	42	19
6	Wichita, KS Metro Area	22	7	27	42	7	48	45	6
7	McAllen-Edinburg-Mission, TX Metro Area	19	5	18	82	43	1	27	25
8	Chattanooga, TN-GA Metro Area	37	9	12	50	19	41	33	26
9	Colorado Springs, CO Metro Area	64	23	11	18	27	14	11	64
10	Ogden-Clearfield, UT Metro Area	30	14	21	8	2	68	64	35

Edinburg's MSA was in the top five regions in the nation that gained jobs in the second quarter of 2009 (Brookings Institute September 2009). Government, healthcare, retail, and professional services led the growth in jobs. Nearly all of these industries can be located in downtown.

Downtown Edinburg can capture a modest 5% or less of the projected City growth. The more aggressive capture rate will depend largely on public sector decisions related to infrastructure investments and marketing support, as well as overall public policies of the City, County, School District, and University. Working cooperatively, their efforts can pay large dividends for the Downtown.

EXECUTIVE SUMMARY

Guiding Principles / Catalyst Projects

Edinburg is at a critical juncture for guiding future investment into its Downtown. The City will need to take a proactive role in the revitalization process in order to ensure that private investments and growth are directed Downtown. Initiating Catalyst Projects like public-private partnerships and infrastructure improvements will help the City to spur future development and make Downtown Edinburg an active and lively urban center.

In order to focus Downtown Plan recommendations, twelve Guiding Principles were developed during the planning process. The Guiding Principles encompass tested urban design philosophies, market-driven economic revitalization recommendations, current sociocultural trends, and community goals.

Also, in order to ensure the feasibility of its recommendations, the Downtown Master Plan outlines several Catalyst Projects that the City can implement beginning today.

The following lists the Guiding Principles and Catalyst projects for the Downtown Plan.

GUIDING PRINCIPLES

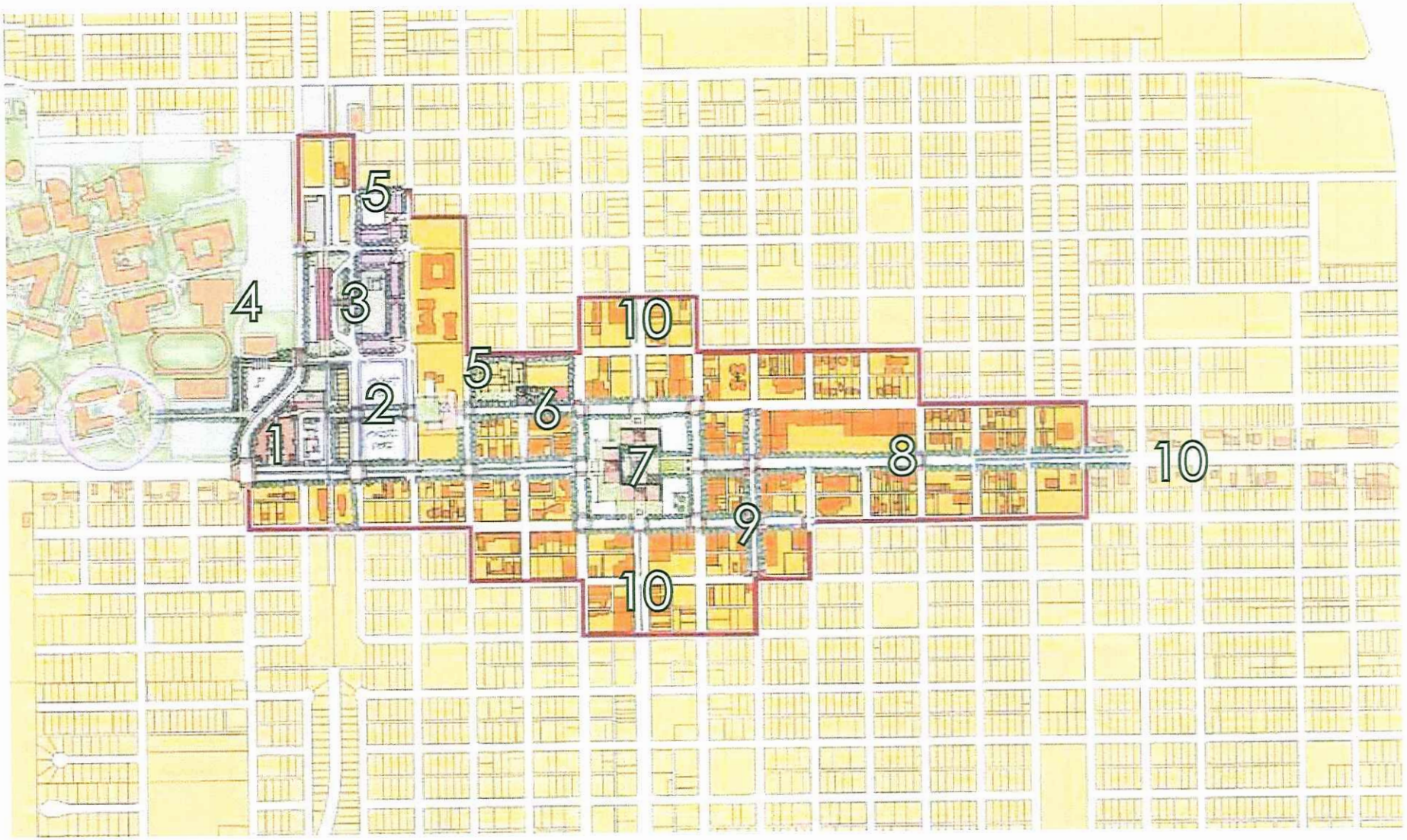
1. Create Distinctive Destination Districts
2. Create a Symbolic Heart
3. Create a Mixed-Use District
4. Design Complete Streets
5. Design Engaging Street Walls
6. Design Parking to Support Urban Design Goals
7. Build Upon Authenticity
8. Design for Visual Richness
9. Design for Sustainability
10. Focus on Downtown Economics
11. Leverage Downtown as a Magnet
12. Develop Niche Markets

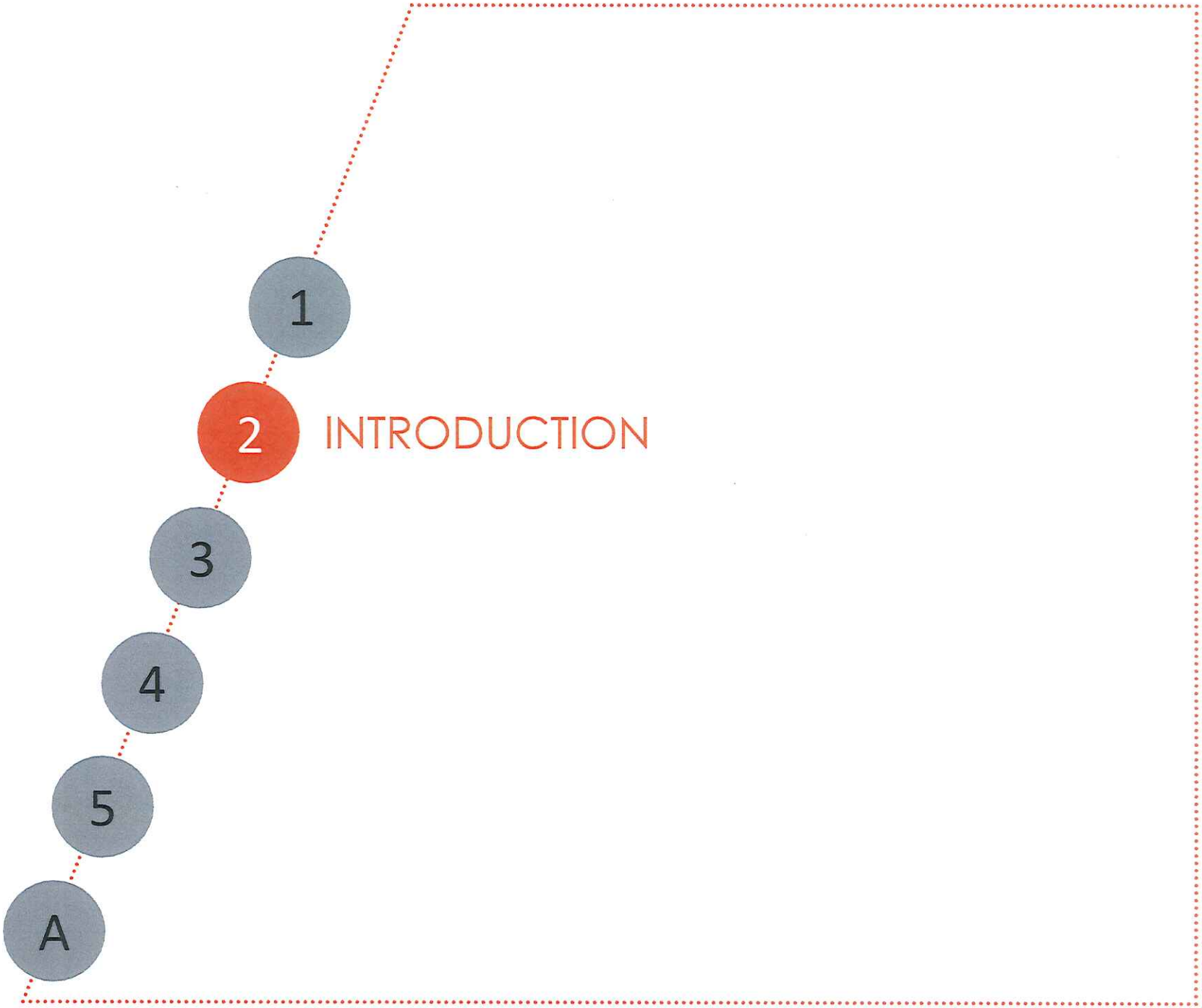
CATALYST PROJECTS

1. Hotel / Bookstore
2. West McIntyre Promenade
3. TOD / ECISD Development
4. East Campus Edge
5. Arts Collaborative
6. East McIntyre Promenade
7. Town Square
8. East University Boulevard
9. South 13th District
10. North and South Closner

EXECUTIVE SUMMARY

Catalyst Projects

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A

INTRODUCTION

The City of Edinburg has just passed its centennial and its rapid growth in its suburban areas to the west and north has left the Downtown largely in the dust. Downtown Edinburg is no longer the vibrant marketplace of commerce and public activity it once was, and the City and its citizens wish to reverse that trend immediately. 2005's Gateway Plan, which is Edinburg's adopted comprehensive plan, recommended that the City develop a plan for investment Downtown, so this Downtown Master Plan project can be viewed as an extension of that earlier work.

In 2009, the Mayor and the City Council along with the Edinburg Economic Development Corporation hired a team led by Broaddus Planning to assist in developing an implementable Downtown Master Plan. The Plan will act as a big picture vision to direct City projects and involvement for the revitalization of Downtown Edinburg. It is a strategic implementation plan that is based on collaboratively-developed, Guiding Principles, and it establishes a framework of Catalyst Projects that will enable the City to realize the collective vision for Downtown.



McAllen-Edinburg-Mission Metropolitan Statistical Area (MSA) is the second-fastest growing MSA in Texas.

INTRODUCTION

Methods & Process



Picture from the Initiation Workshop



Picture from the Walking Tour



Picture from the Initiation Community Forum

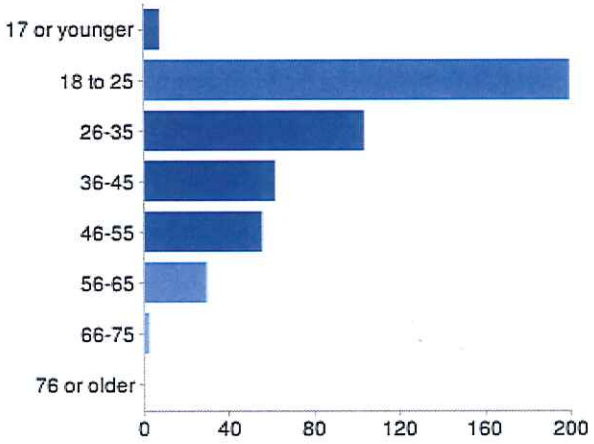
The participants in this Master Plan were guided through a very "participatory" process developed to allow continual review and refinement throughout the entire development of the Master Plan. This process is based around five planning steps or phases that incrementally advance the decision-making of the planning while continually testing what has been developed prior.

Step 1 - Initiation
In this first step the project goals are established and expectations are aligned in order to chart the path for the planning project. Community Workshops and Forums are utilized to allow the community voice to be heard. Surveys are also administered to capture a broader audience and obtain support from the entire community.

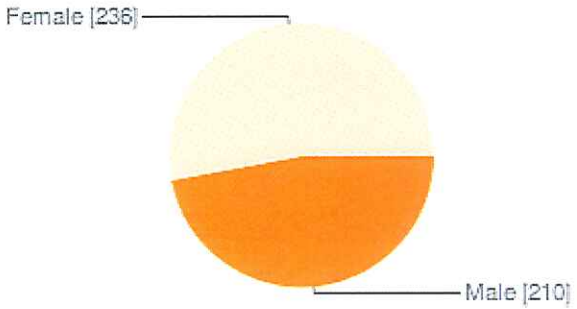
Step 2 - Analysis
This step involves the accumulation and analysis of quantitative and qualitative data necessary to generate a realistic portrait of the downtown area. Information obtained from workshops, surveys, independent research and best practices is gathered and analyzed to identify the strengths and weaknesses of the Downtown area. This information allows the planning team and the City's stakeholders to postulate possibilities for future revitalization. Additional workshops helped to provide feedback to ideas and to refine and improve the Guiding Principles.

Step 3 - Vision
This step focused on the early development of planning scenarios that holistically addressed the Downtown's development. Urban design principles and identification of market driven catalyst projects as well as low-hanging fruit (projects which could be undertaken in the short term with minimal investment) are combined to create a possible scenario for the Master Plan.

Step 4 - Development and Step 5 - Refinement, take those agreed upon visions and further explore all implications, including evaluation in greater detail of discrete site areas and provide options and strategies in order to obtain further input and build consensus among stakeholders. Then those ideas are continually refined into the "Final Plan."

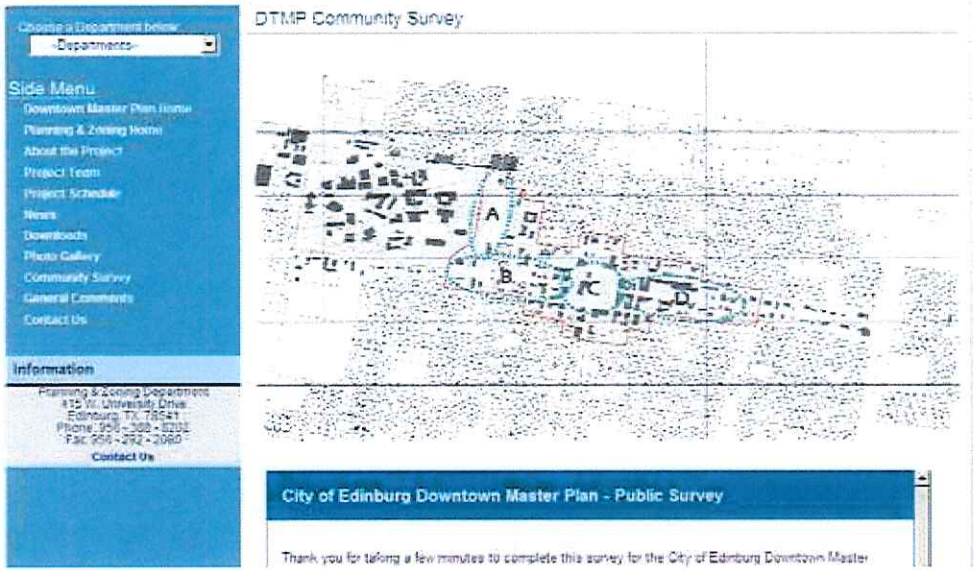


Average age of Survey Respondents



Total Number by Gender of Survey Respondents

Citizen input is key to our process. It helps build community support by creating a hands on planning environment where every stakeholder gets a chance to have their voice heard. In order to bring the community into the process we initiated a survey which was administered throughout the City's Downtown Master Plan Website, the University's Bronc Notes Newsletter, as well as in person at the City Hall and Public Library. The survey is structured to illicit responses that reflect the needs and desires of Edinburg for it's future development and revitalization. It is used to identify weaknesses and strengths and give the planning team important feedback to create a solid framework for the plan built from the aspirations of the community. A total of 459 responses have been tallied and the results are spelled out in this section of the document.

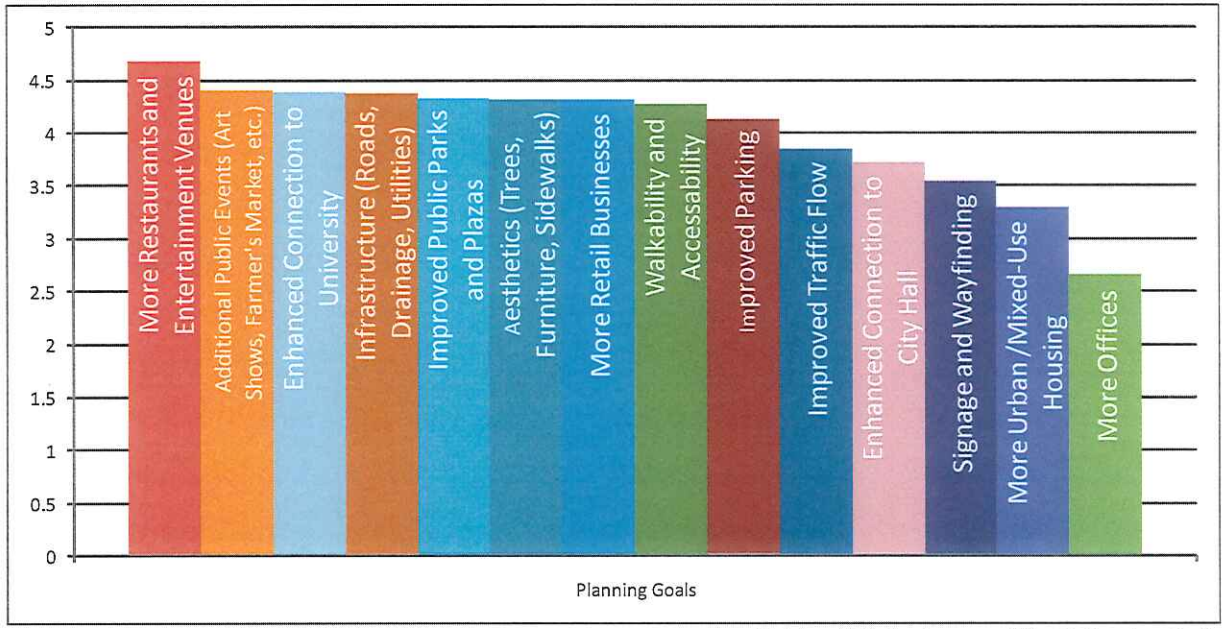


Example Screenshot of Online Survey

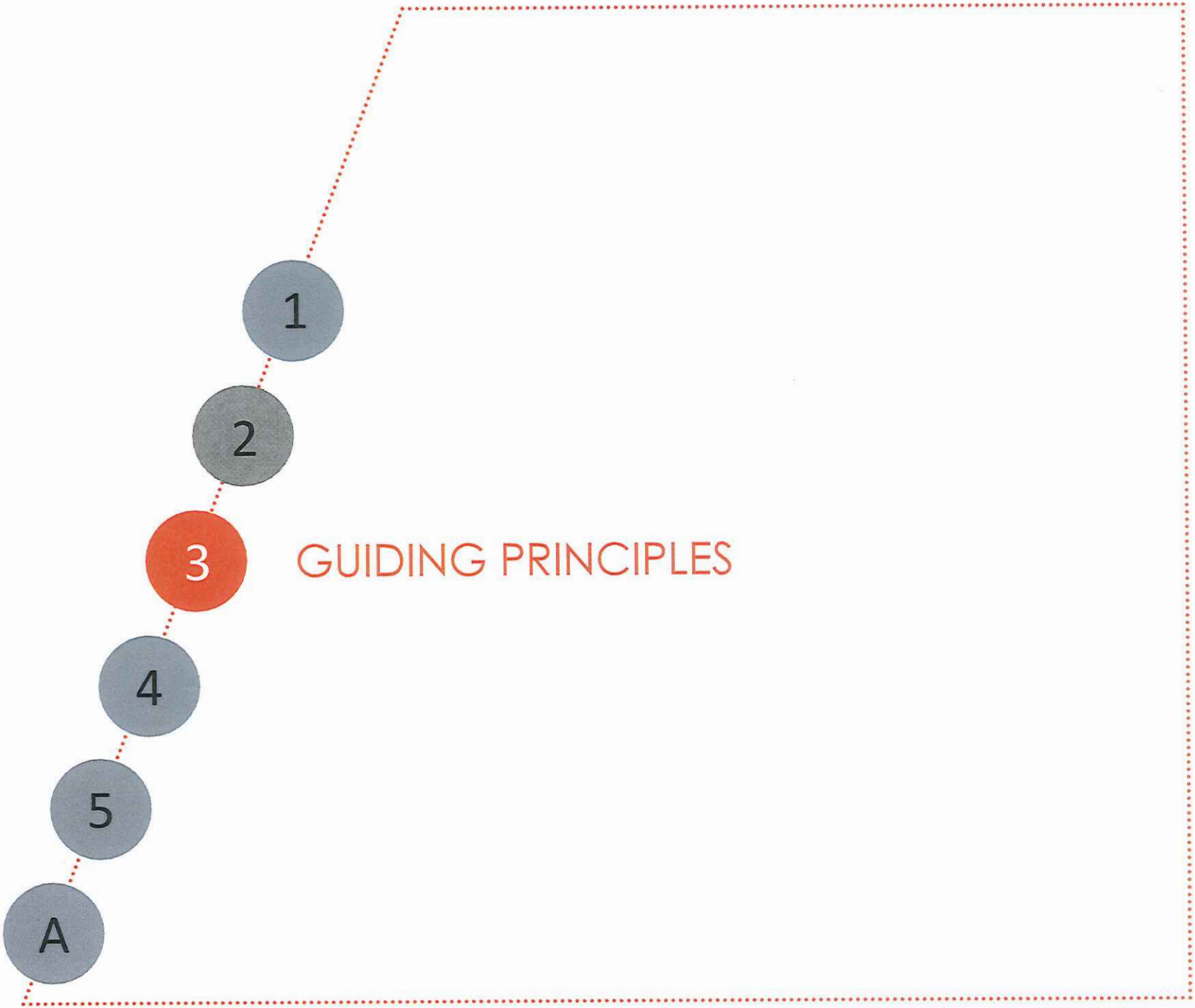
INTRODUCTION

Survey Results

The chart below represents the weighted average of the fourteen planning goals organized by the priority of the community. As you can see, all of these aspects of the community need improvement and are characterized as important or higher. The most important thing to the community is to secure more entertainment venues and eateries in the downtown area. This represents the perception and reality of Downtown Edinburg being a ghost town after 5 p.m. It also reflects the lack of lunch options for County, City, School District, and University employees as well as students and visitors.



Weighted Priority Average of the 14 Planning Goals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GUIDING PRINCIPLES
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GUIDING PRINCIPLES

In order to focus Downtown Plan recommendations, twelve Guiding Principles were developed during the planning process. The Guiding Principles encompass tested urban design philosophies, market-driven economic revitalization recommendations, current socio-cultural trends, and community goals.

It is understood that projects can change, land can shift hands, and market forces can be unpredictable, however, if a particular project changes it should still adhere to the visionary framework laid out in these principles, which reflect the desired outcomes of future development in the Downtown. The Guiding Principles act independently of the Master Plan and shall serve as a benchmark for future projects, either expressly recommended through this plan, or transpiring independently of its recommendations or timeframe.

These principles were collaboratively developed and agreed upon in the visioning phase of this process. They are uniquely catered to this community based on goals, needs, and community analysis.



These Twelve Guiding Principles will serve as a benchmark for future development in Downtown Edinburg.

GUIDING PRINCIPLES

Urban Design Principles



Seattle Neighborhood Map


Plaza Murillo La Paz


Mixed-Use District

1. Create Distinctive Destination Districts

The city benefits from distinct districts and neighborhoods that provide citizens and visitors with diversity, variety and choice. The Downtown core and the adjacent University district should be linked to but distinct from each other and from other districts and neighborhoods in the City. Each should be perceived as an engaging and distinctive place in its own right, complementing but not duplicating the character and offerings of the other.

2. Create a Symbolic Heart

Establish the Courthouse Square as the symbolic heart of the City and its primary public space—a focus for cultural activities, markets and celebrations. The square should be augmented with a diverse offering of secondary public spaces—small greens, plazas, pocket parks, and pedestrian ways that are linked by walkable streets and furnished with amenities that support and encourage activity in the public realm.

3. Create a Mixed-Use District

Downtown should be a mixture of land uses including retail, personal service, residential and office. This can provide activity during days, evenings and weekends that help energize and animate the district.

Retail space should be constructed along all primary pedestrian corridors in the Downtown, and should include windows and entries directly from the sidewalk. These spaces can be populated with stores, restaurants and "third places" such as coffee shops, internet cafes and bookstores that will provide an engaging walking environment.

A variety of housing types should be encouraged, in order to fill a variety of needs and markets.

- Lofts with or without retail at grade
- Live-work units
- Townhomes
- Condominiums



Complete Street



Engaging Street Wall



Picture from the Visioning Workshop

4. Design Complete Streets

Complete streets are those that comfortably accommodate multiple users—transit, cars, pedestrians and bicycles—and are designed to function as both vehicular ways and civic space. When streets are designed for traffic to move between 20 and 25 mph, all users can share the street. Drivers move slowly enough to watch for pedestrians and see signs and signals. Pedestrians feel safe crossing the roadway; and cyclists can blend in with vehicular movement. Downtown patrons happily "park once" and enjoy walking to multiple destinations. Other street improvements that help achieve this goal include:

- Bulb-outs at pedestrian crossings
- Minimam turn radius at corners
- Contrasting paving at pedestrian crosswalks
- On-street parking and street trees
- Street furniture such as pedestrian level lighting, seating and trash bins
- Pedestrian-oriented signage

5. Design Engaging Street Walls

New and redeveloped buildings in the Downtown should generally be placed at the sidewalk to give streets and blocks a comfortable "outdoor room" feeling. Continuity of windows and doors should create a permeable relationship between the buildings and the sidewalk, creating a flow between inside and outside. A consistent "visual texture," for the street wall, created by complementary arrangements of floor lines, window and door openings and other features are more important to a cohesive image than a consistent architectural period or style.

6. Design Parking to Support Urban Design Goals

Parking should be maximized on streets to provide easy customer access to businesses and to aid in traffic calming. Additional parking should be designed at the center of blocks and lined with buildings. When masking surface lot parking isn't possible, lots should be behind or to the side of buildings to minimize disruption of the street wall.

GUIDING PRINCIPLES

Urban Design Principles



Picture from the Initiation Workshop - Source: Townscape



South Austin - Source: Townscape



Green Roof

7. Build Upon Authenticity

Preserve and build upon the unique assets that differentiate Downtown Edinburg from other districts in the City and region. Retain older buildings and blocks that lend a sense of roots and character, and that provide lower rent options for creative entrepreneurs and new business startups. Recruit and retain locally-owned businesses when possible.

Respect and build upon historic and cultural precedents and traditions in site design and architecture. Solid, enduring materials should be used. Buildings should be articulated in a way that establishes a rhythm of bays, and windows should be "punched" and have shadow lines rather than be flush with the building wall surface.

8. Design for Visual Richness

Great streets have "a thousand points of detail," including diverse and detailed architectural facades, engaging signage, attractive furnishings, colorful plantings, sidewalk commerce and public art. The City's regulatory framework should be flexible enough to allow the unfolding of a diverse and stimulus-rich environment over time.

9. Design for Sustainability

New projects should reflect best practices for green urban design strategies and building techniques, "light imprint" site design and cleaner transportation. Design for new buildings and the public realm must respond to the Valley's climate extremes, especially in the provision of shade to enhance walkability.


Vibrant Downtown Commerce


Coffee Shop WiFi

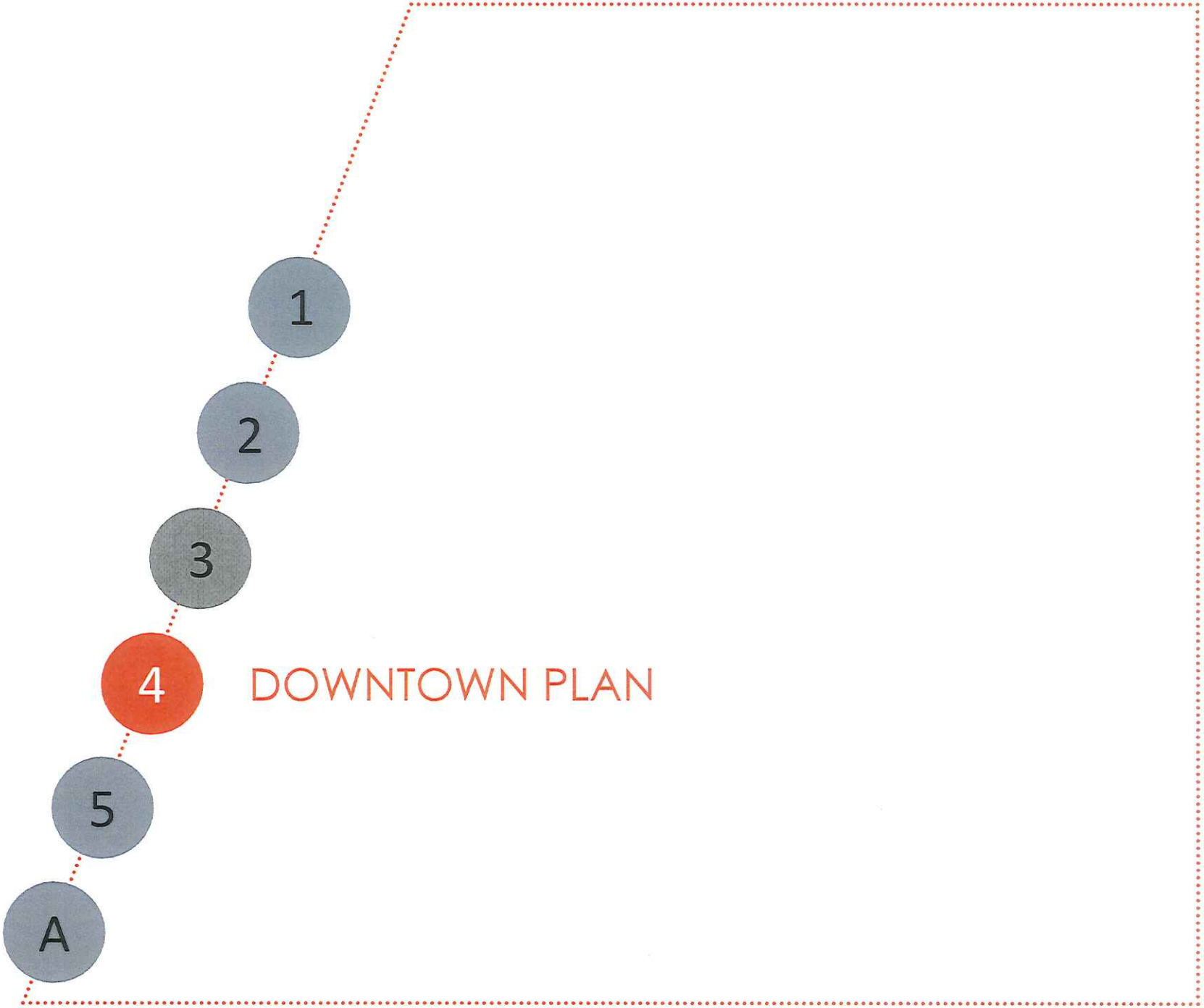


Example of a Niche Market

10. Focus on Downtown Economics
Competing market forces exist within Edinburg and Hidalgo County that present opportunities and challenges to Downtown revitalization. While the Downtown Study Area shows investment and development activity, the south side of town is currently the major focus of development activity in Edinburg. Downtown won't revitalize on its own. The role of the public sector is to generate the demand for Downtown "products" through infrastructure investments, marketing, outreach, public relations, and incentives that support Downtown development.

11. Leverage Downtown as a Magnet
Economic development has changed over the last several decades from industry recruitment to talent attraction. A city's downtown can play a major role in talent attraction. Technology workers are mobile, jobs are following the talent, and talent is attracted to Quality of Place. Baby boomers will be retiring in droves over the next 5-10 years. The baby boomer demographic and the younger 25-35 year old demographic are clearly attracted to revitalizing downtowns. These two sectors will move to downtowns and can be major stimulants in your Downtown's revitalization. Attracting and retaining talent supports retail and entertainment. Retail and entertainment create a strong sense of place that attracts talent.

12. Develop Niche Markets
The public sector needs to serve as the catalyst to get the private sector interested in Downtown. Leveraging publicly-owned land and buildings are crucial to stimulating private investment in Downtown versus existing development centers in the region. Catalyst Projects can jump-start private sector investment in key downtown areas. Tourism through cultural arts programs is often a successful economic development initiative in downtowns, as is stimulating the housing and office sectors.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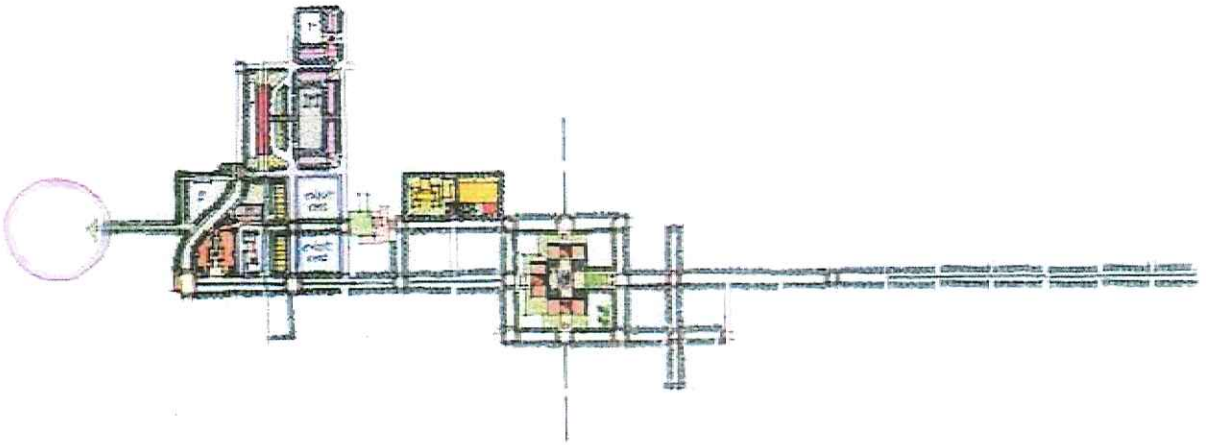
DOWNTOWN PLAN

DOWNTOWN PLAN

Concept Sketch

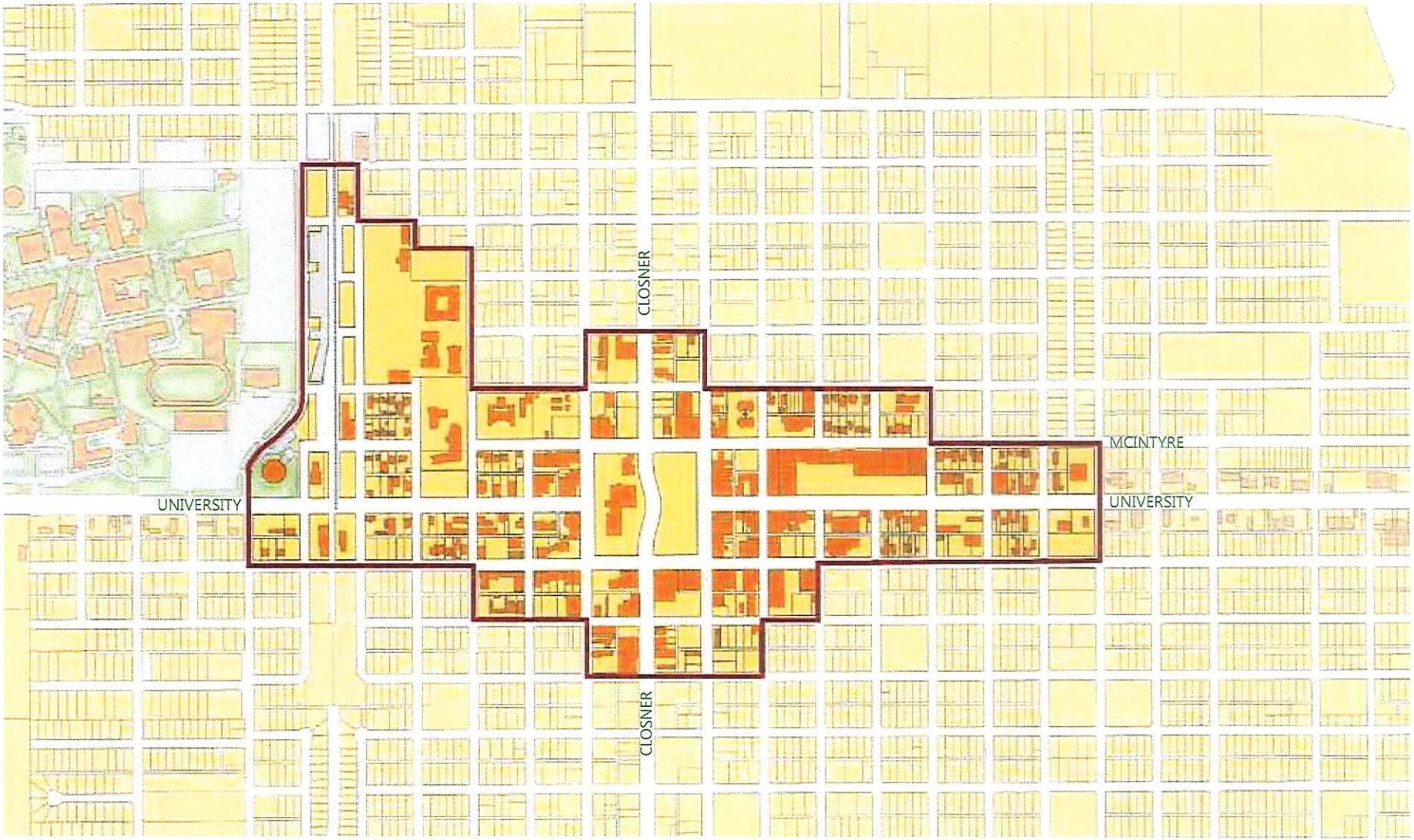


The Edinburg Downtown Plan represents a creative synthesis of community aspirations and ideas with identified market opportunities and attractive redevelopment sites. The overarching concept envisions ten strategically sited Catalyst Projects, each addressing a viable market niche or public opportunity and each a distinctive place in its own right, linked with a safe, comfortable and highly walkable public realm of great streets, tree-shaded sidewalks, pedestrian amenities, eye-catching detail and public art. Through these strategic initiatives, Downtown Edinburg will evolve into a distinctive and appealing destination district whose character and vitality make it more than the sum of the individual enterprises located there.

The concept for the City of Edinburg Downtown is to make it a distinctive and appealing destination district.

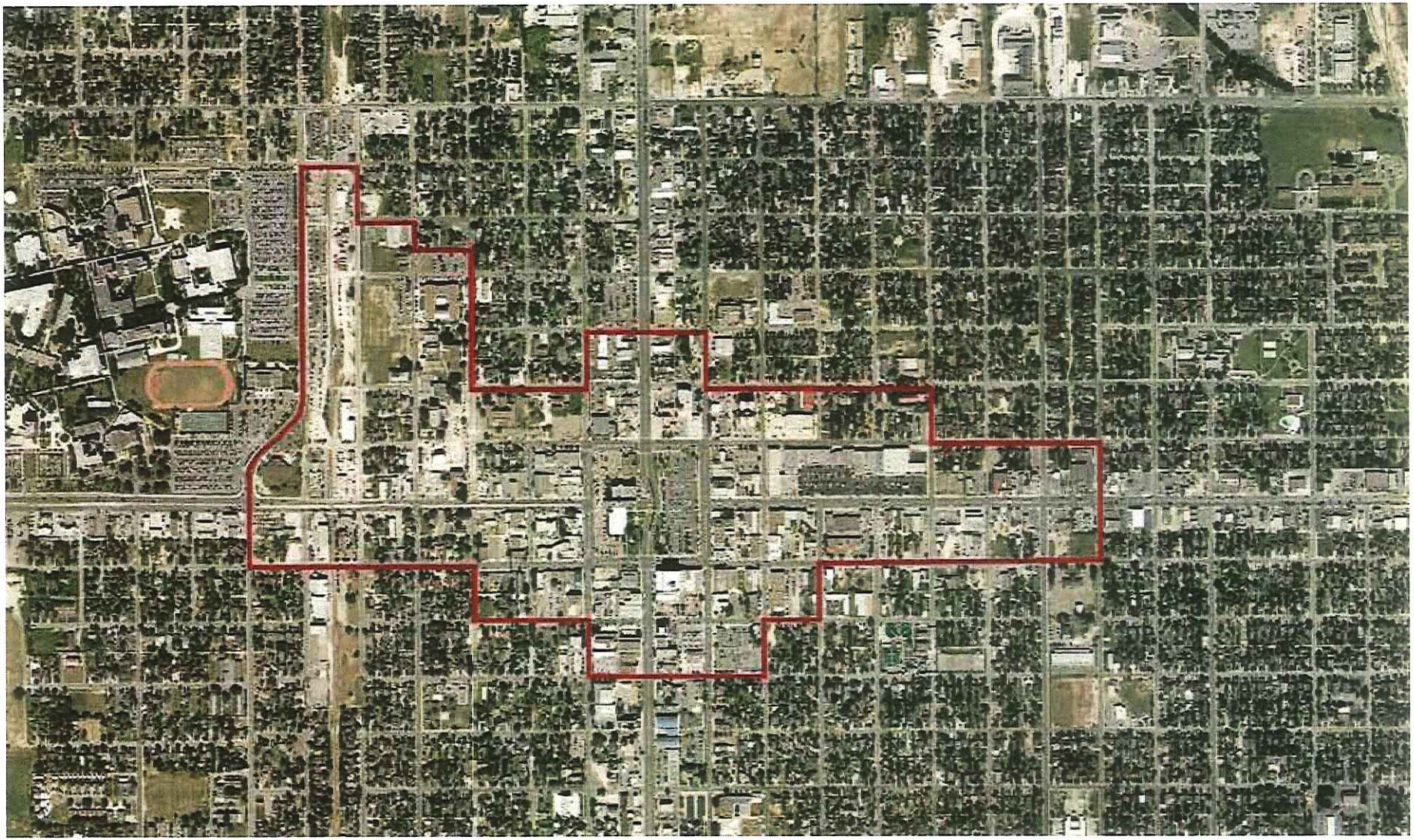
DOWNTOWN PLAN

Existing Downtown



Rendering of Existing Downtown Area (Outlined) and Overall Study Area

Existing Downtown



Aerial of Existing Downtown Area

DOWNTOWN PLAN

Catalyst Projects

1

HOTEL / BOOKSTORE

Concept: Foster the development of a hotel and meeting facility between City Hall and the University. This site is centrally located to the University, City Hall, Courthouse, and school administration buildings. If the project should happen on the current site of the University Bookstore, than the Bookstore should be reincorporated into the new facility possibly accessible to both students and the public.

2

WEST MCINTYRE PROMENADE

Concept: Provide a pedestrian oriented streetscape to illicit the perforation between the City and the University. A strong physical connection will create the necessary framework to enrich the social connection between UTPA and it's host city, Edinburg. The streetscape improvements should emphasize and promote heavy foot traffic through generously wide sidewalks, and thoughtfully designed medians and planters, as well as consistent street furniture and lighting.

3

TRANSIT ORIENTED DEVELOPMENT (TOD) / ECISD

Concept: Create a commuter rail station along existing rail line between University and Downtown. Only one block can accommodate a potential 500' station and that is between Peter and Kuhn Streets. The area to the east of the rail line at this location has potential to be the densest mixed-use area in all of Edinburg. Therefore, it is imperative to clean up this area and preserve the development potential.

4

UTPA - EAST CAMPUS EDGE

Concept: Promote connectivity across the campus edge by enhancing and maintaining pedestrian and vehicular linkages. Development in this district should be higher density with mixed uses to allow for the future possibility of a commuter rail stop

5

ARTS COLLABORATIVE

Concept: Use vacant building and land to create a synergistic arts and culture mixed-use campus between the University and County Courthouse. Two locations exist for this project and both are recommended to be developed in different yet complimentary ways.

6

EAST MCINTYRE PROMENADE

Concept: Enhance the connection between the Town Square and City Hall by introducing a pedestrian oriented streetscape with medians, shade trees, enhanced lighting, and thoughtful street furniture.

7

TOWN SQUARE

Concept: A unique "square within a square" development—a traditional open-air plaza in the center of the existing Courthouse Square, framed on three sides by future buildings, to once again serve as a venue of choice for community gatherings and the symbolic heart of the town. This new "Town Square" would be a unique signature element for Edinburg, providing a lively setting for public ceremonies, community gatherings, art showings, farmers' and artists' markets, performances, outdoor movies and fitness events.

8

EAST UNIVERSITY BLVD.

Concept: As the street section narrows at 17th there should be a change in paving pattern and signage to denote the entrance into the Downtown. The established pattern of street-lining palms will be continued as well as pedestrian scaled canopy trees to provide shade. More crosswalks, and Bulbouts will calm traffic further to promote a more intimate "park once" district lined with street front retail.

9

SOUTH 13TH DISTRICT

Concept: Create an entertainment district that will keep people Downtown after hours with upscale eateries, theaters, music venues, bars, as well as space for the arts. This district could host events for crafts or have farmer's markets.

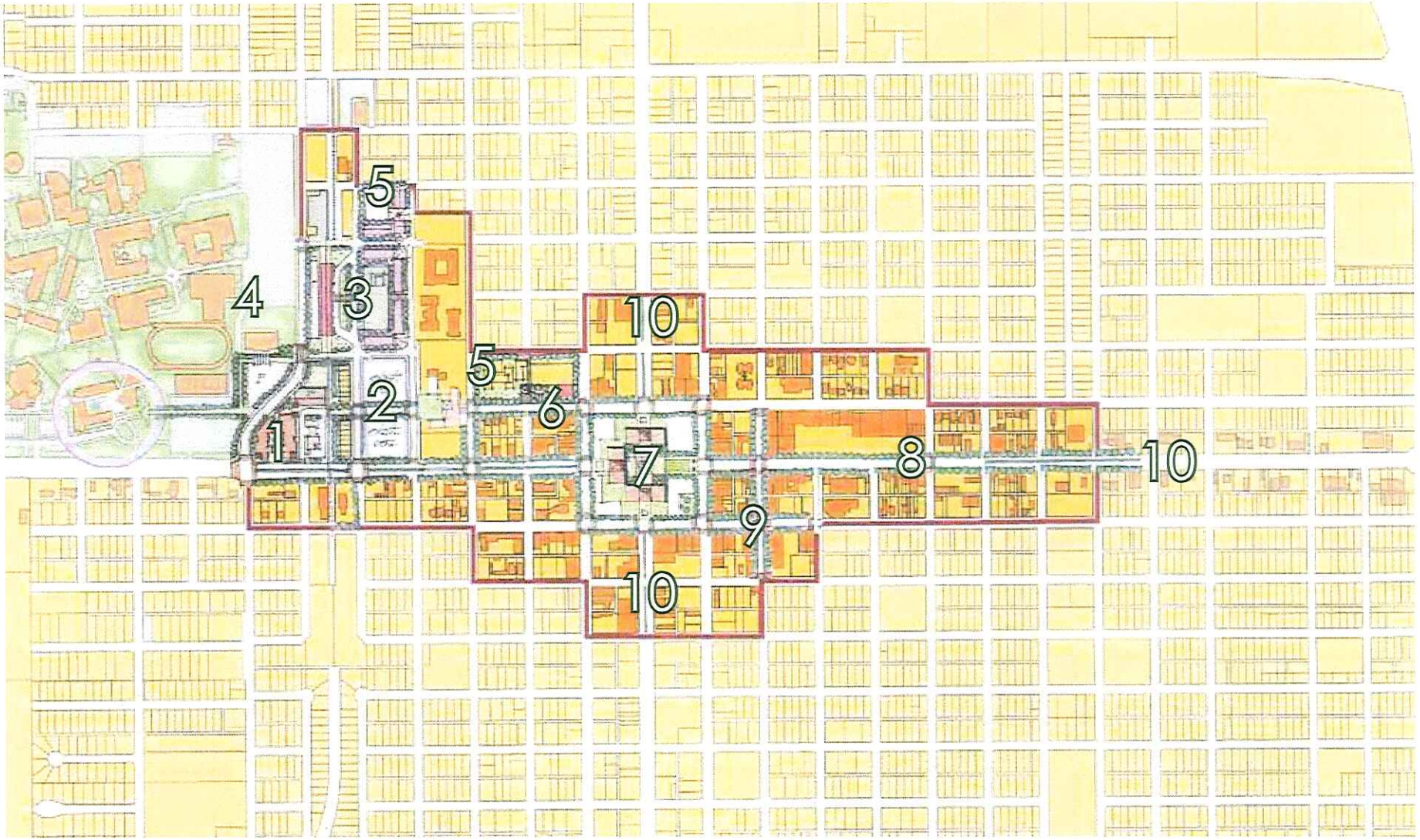
10

NORTH AND SOUTH CLOSNER

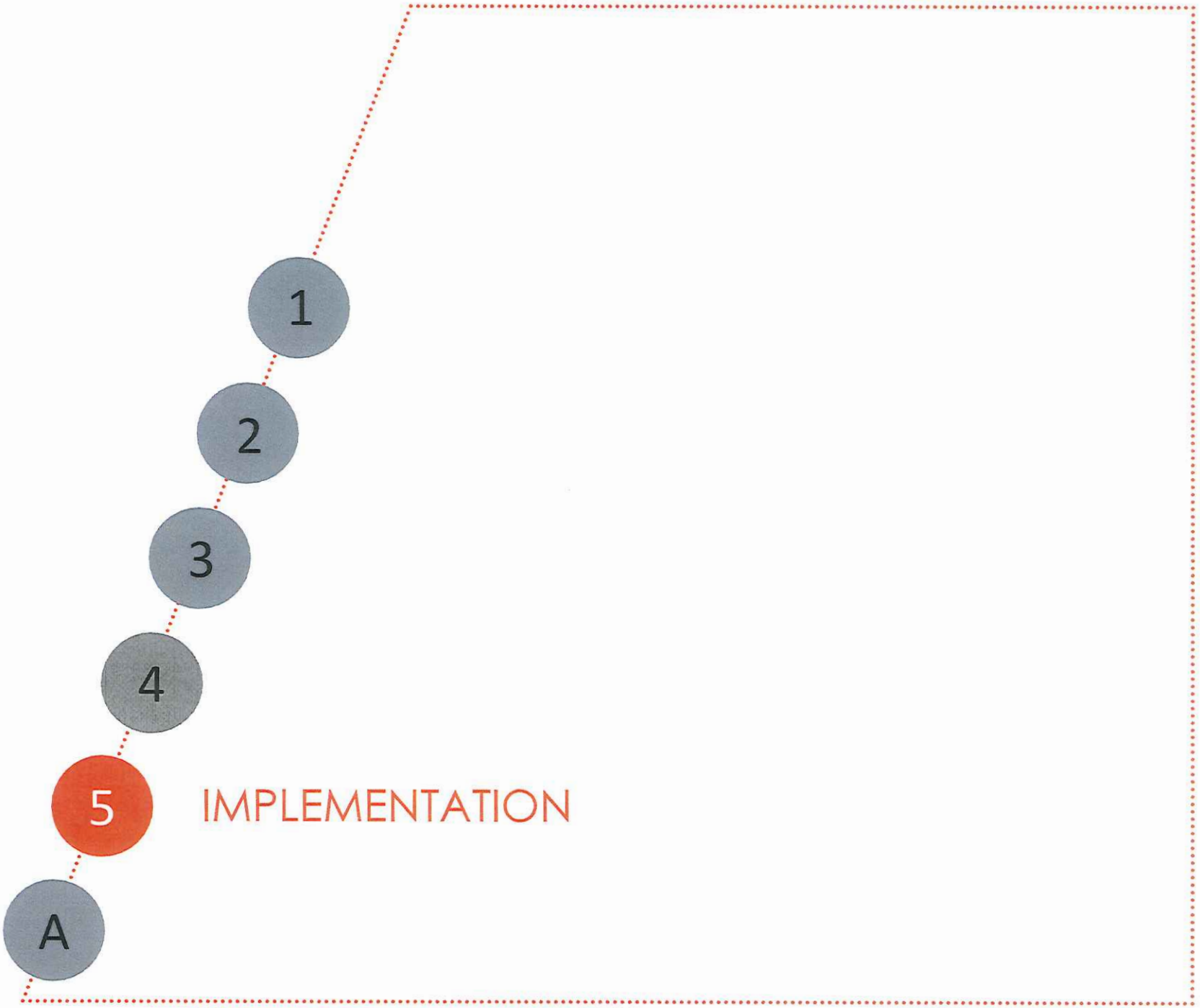
Concept: Re-Introduce medians to calm traffic approaching the Square. Define the corridor with palm trees to enhance the procession towards the heart of the City. Additional shade trees, street furniture, and lighting will create a comfortable walking environment.

DOWNTOWN PLAN

Downtown Master Plan



Downtown Plan with Catalyst Projects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IMPLEMENTATION
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IMPLEMENTATION

General Recommendations

The following are specific recommendations that will assist the City and its partners in achieving the vision of the Downtown Master Plan.

- Develop public policies focusing on Downtown, such as Memorandums of Understanding between City, County, ECISD, and UTPA (and Commuter Rail District) discussing potential collaboration; or incentive policies that specifically address the Downtown as a local investment zone.
- For each of the Catalyst Projects described earlier, lease or sell property to developer through Request for Proposal (RFP) process:
  1. Clearly define the vision for the site/project (desired by public entities as well as other stakeholders)
  2. Do an appraisal and Phase I Environmental Assessment on property
  3. Draft an articulating vision, available funding, and legal issues in RFP process
  4. Solicit proposals from private developers for each project
- Create a SWAT team of "implementers", comprised of one primary staff person (plus alternates) from City, University, School District, County, Commuter Rail District, Casa Cultura, and others as appropriate. Meet weekly for first three months.
- Create a façade enhancement grant program
- Identify grants to assist existing businesses, as well as the City and its partners.
- Commission a Downtown Retail Leakage Analysis focused on business that could succeed in the Downtown.
- Create an Urban Workshop / Studios at UTPA and in conjunction with South Texas College to provide student assistance with the following expertise:
  1. Market Analysis
  2. Graphics / Marketing
  3. Architectural Rendering
  4. Ensure that building code, planning & development process, and incentives encourage development Downtown. Allow light commercial uses (artist, restaurant, office) in certain residential areas between UTPA and City Hall (along McIntyre), and modify zoning at all Catalyst Project sites.



A plan is only successful if implemented.

IMPLEMENTATION

General Recommendations



Facade Improvement Program - Before



Facade Improvement Program - After



Need for Public Improvement District (PID)

- Work to relocate existing industrial users along railroad tracks by finding space elsewhere that is sufficient for their growth needs.
- Aggressively market Downtown to raise awareness of the revitalization initiative and to generate demand for Downtown spaces. Target specific demographic groups, such as students at UTPA, and Tourists (domestic and Mexican)
- Focus on accommodating appropriate target industries in the Downtown.
- Use special events to showcase progress and build awareness of revitalization initiatives.

- Create Public Improvement district for funding and organization capacity (EDC to manage):
  1. Identify Capital Improvement Projects and cost estimates for Downtown (drainage, sidewalks, streets, parking garage)
  2. Designate area of focus for improvements (courthouse to rail)
  3. Hire an attorney & consultant to assist City in developing appropriate district & financing structure.

4. Create a Public Improvement District
   - Finalize District Boundaries
   - Analyze potential revenue generated in future development
   - Hold referendum (if necessary)
   - Obtain & incorporate private-sector input during process
   - Identify appropriate organization to spearhead implementation. Given the nature of the implementation, the Edinburg Economic Development Corporation should lead the implementation, convene the other stakeholders and facilitate the private-public partnerships for the Catalyst Projects. The EDC should budget for and maintain one full-time employee with experience in Downtown revitalization at a similar-sized city.


Streetscape Example


Raised Crosswalk


Street Lining Palm Trees

STREETSCAPE: GENERAL RECOMMENDATIONS

The Downtown Plan's recommended street improvements are intended to foster a healthy balance between efficiently moving vehicular traffic with the needs and safety of pedestrians and cyclists, ultimately resulting in a district that is perceived as safe, comfortable and pleasurable for all three modes. This is accomplished through traffic calming measures such as medians and plantings, enhancing the comfort and walkability of the sidewalk and crosswalk system, and creating a visual image that conveys a message that Downtown is a special, pedestrian-friendly district.

Crosswalks

Where shown on the concept plan, pedestrian crosswalks should be widened to 12 ft. minimum and enhanced with contrasting paving to better define their locations, to make them more visible to motorists and pedestrians, and to contribute to the perception of the Downtown as a special, pedestrian-friendly destination district. In most cases stamped asphalt paving would be most attractive and economical.

Street Trees

The defining attribute of a successful streetscape is the creation of a comfort zone—an "outdoor room"—between automobiles and the building wall. This is usually best accomplished with a formal row of tall street trees with spreading canopies planted in a 5-foot wide "furnishing zone" adjacent to the curb, and planted no more than 25 feet apart.

In this arrangement, the trunks of the trees act as architectural columns along the street, defining a comfortable space for the pedestrian as well as providing much-needed shade and visual relief from paving and building walls. This rhythm of large trees also contributes to traffic calming. Deciduous canopy trees make excellent streetscape trees, providing seasonal interest and summer shade, while allowing sunlight to penetrate to the sidewalk in winter months.

In most cases, ornamental trees such as yaupons and crepe myrtles will not reach the height necessary to spatially define the "outdoor room" successfully; in fact their lower canopies may block smooth pedestrian flow and conflict with higher profile vehicles. Their use should be reserved for plazas, small parks and other areas where more detailed planting design is appropriate.

IMPLEMENTATION

General Recommendations



Street Tree

Similarly, the use of Live Oaks should be avoided in future streetscape designs. Their low, spreading growth habit and opaque canopies block building fronts and attractive views as they grow, while their shallow root systems tend to damage sidewalks and curbs over time. Moreover, their attractiveness to flocks of grackles has become a growing problem for urban areas in recent years. These attributes make them a less desirable choice than many other available tree species.



Bike Racks



Street Furniture

Furnishings

Benches are recommended to provide resting areas for Downtown patrons. They should be of durable, low maintenance materials, preferably metal, and of a dark green or black color. Consistency should be strived for in color and material of all furnishings that occupy the Downtown, including but not limited to bike racks, trash cans, street lights, benches, etc. They are usually best located in the 5-foot "furnishing zone" adjacent to the curb as described previously, so that their placement doesn't impede pedestrian flow. Drinking fountains with dog dishes are also recommended in areas with the most pedestrian activity.

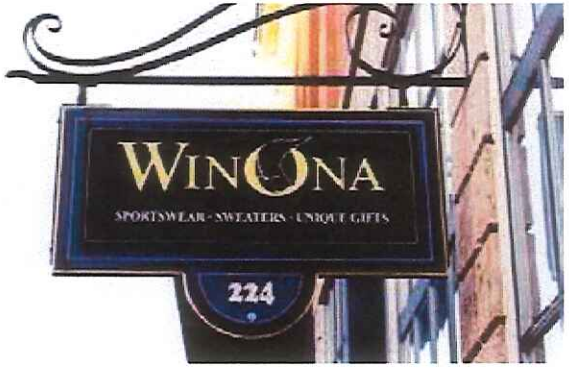
Pedestrian-scaled street lights should be included in future streetscape design and placed in the "furnishing zone." Pots for seasonal flowers are specifically recommended in the image sketch for the 13th Street redevelopment; in fact they can be used to add bright splashes of color to any of the streets recommended for enhancements. They are most effective when used as sculptural elements in clusters or in a row, lending the design elements of repetition and rhythm to the street.



Small Water Feature



Public Art



Commercial Signage

Small Water Features

Small, "low-key" water features should be a signature element of the Downtown District, enlivening small nooks, gathering spots and plazas with sound and sparkle. In the hot months of the Rio Grande Valley they provide pedestrians with both real and perceived relief from summer heat. They provide minor landmarks and an extra layer of richness to the experience of the town when they are "discovered" by visitors and adopted as cherished neighborhood symbols by locals.

Public Art

Aside from the specific arts-related facilities envisioned for the Downtown District, Edinburg's public realm includes several possible locations for public art, such as painted wall murals, sculptures and tile mural compositions. The key elements in the success of any public art installation are the level of quality of the art composition and the craftsmanship of its execution. Some of the most successful, such as the cattle drive mural in Fort Worth's Sundance Square or Seattle's sidewalk bronze of native son Jimi Hendrix, are specific to their context, and help to define, reveal and expand upon the citizens' collective and individual images of the town and region.

Commercial Signs and Symbols

While a city sign ordinance is beyond the scope of this study, it is recognized that commercial signage has a major impact on how a downtown district is perceived by visitors as well as local patrons. This plan's goals relative to walkability are best served by ensuring that signs on commercial streets are easily viewed by pedestrians through the use of hanging or blade signs, as well as by restaurant menu boards and standing "sandwich signs" on the sidewalk. Regulations should be flexible enough to allow for art that doubles as signage, such as the bicycle hanging above the door of the bike shop, the classic turning barber's pole or the hanging tuba or guitar case over the music store.

IMPLEMENTATION

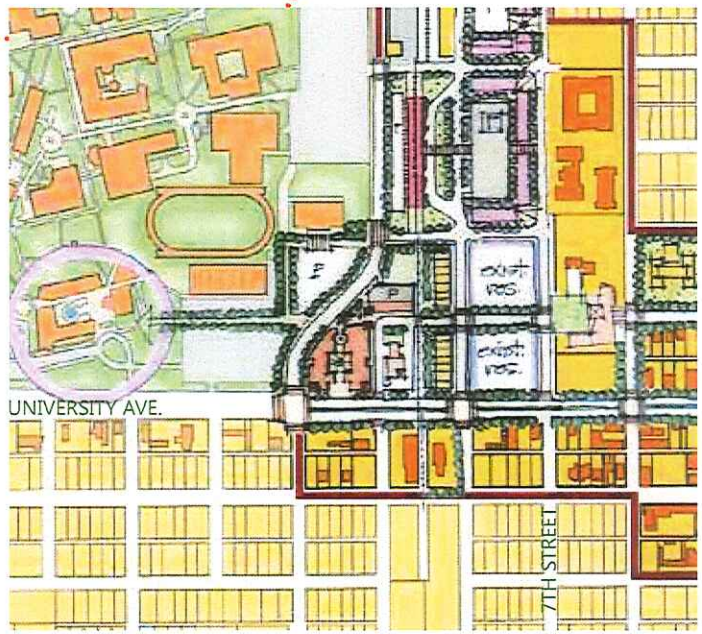
Catalyst Projects

1

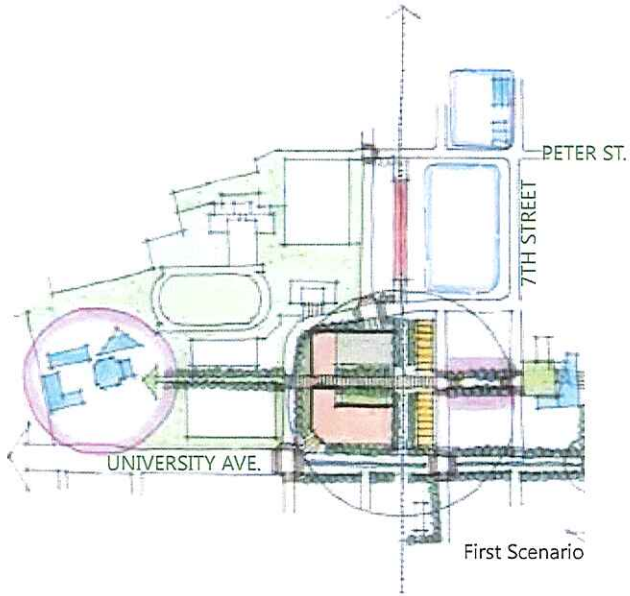
HOTEL / BOOKSTORE



Key



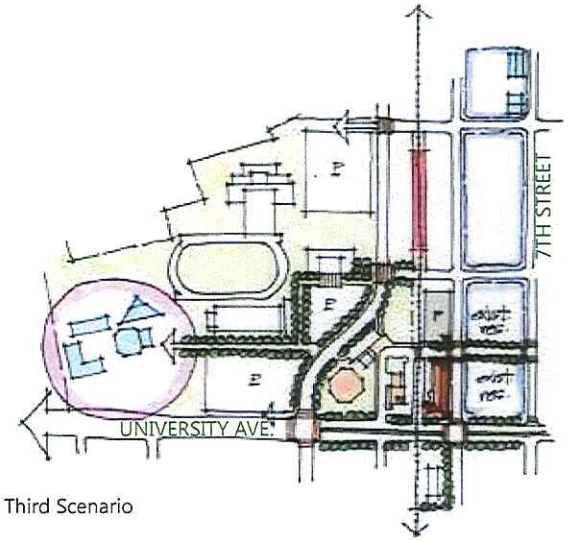
Close-Up (Second Scenario)



First Scenario

The site plan envisions this development as a signature element at the corner of N. 5th Avenue and W. University Drive, providing a strong architectural statement and gateway for both the campus and the Downtown District.

This plan offers three alternative scenarios for a hotel/bookstore site. The first arranges a larger hotel building and bookstore with a parking structure in a courtyard arrangement, allowing a strong pedestrian and visual connection from City Hall to the UTPA campus. This alternative would require a re-routing of N. 5th Avenue to accommodate the development site, providing an opportunity to redesign that street from a high-speed thoroughfare to a pedestrian-friendly campus street with a direct pedestrian link between the hotel and the evolving cluster of arts-related facilities on the UTPA campus. An opportunity for new residential units occurs just east of the hotel/bookstore courtyard development, between the rail tracks and N. 6th Ave.



Third Scenario

A second alternative leaves N. 5th Avenue in its current location and design, shifting the hotel/bookstore site to off-campus land and thus simplifying the land assembly and development process. This concept envisions the hotel/bookstore as two smaller buildings arranged to form a paved courtyard, with a smaller parking structure lined with retail immediately to the north. The existing drive-through bank facility remains in its current location, and the residential project opportunity between N. 6th and the tracks is shown occupied with townhome units.

A third alternative leaves N. 5th Avenue and the existing bookstore in place, and sites a much smaller hotel building between the tracks and N. 6th Avenue. This more modest concept would be appropriate if market opportunities called for a smaller boutique hotel in the short term; parking would need to be accommodated in a structure on the north side of W. McIntyre Street.



First Scenario - Before

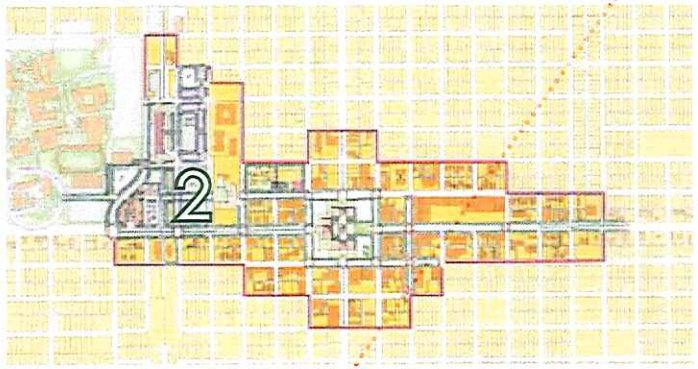


First Scenario - After

IMPLEMENTATION

Catalyst Projects

2



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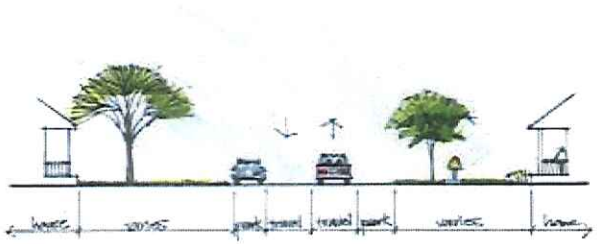
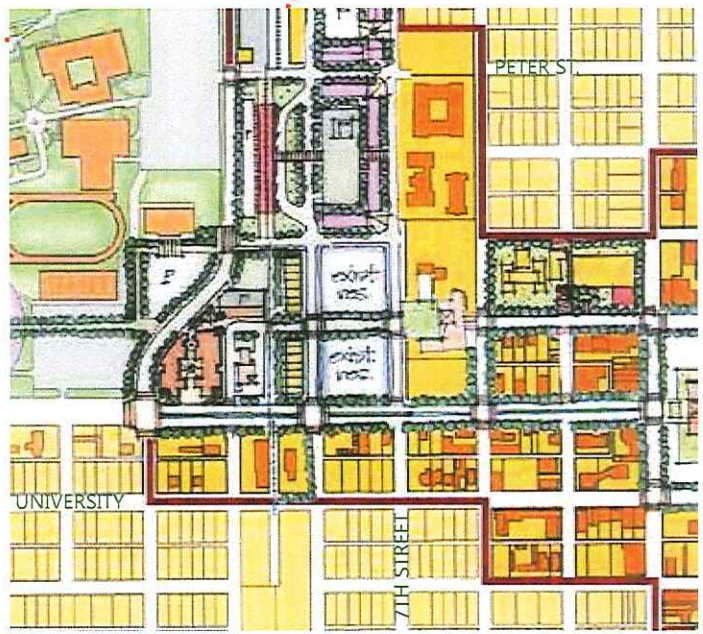


Before Section

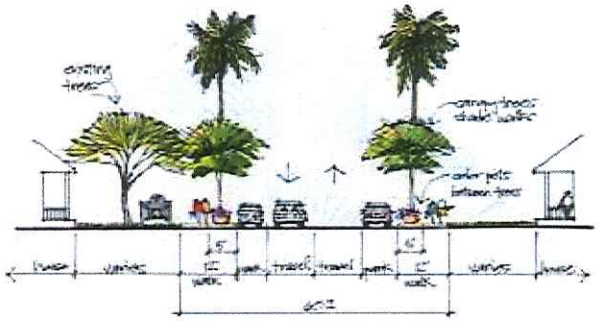
WEST MCINTYRE PROMENADE



Close-Up

Creating a strong pedestrian connection to the university from the Downtown is a key aspect to making the plan successful. In order to capitalize on the 18,000 students that currently attend the University of Texas Pan-American, their must be a comfortably walkable linkage. West McIntyre provides a perfect opportunity for this connection.

Currently the street is occupied by a handful of single family bungalows, which overtime, with a few key changes in the zoning to allow it, will evolve into a culture of their own through adaptive reuse. Cafes, antique shops, boutiques, and other entrepreneurial endeavors will line this pedestrian oriented streetscape.



After Section



Before - West McIntyre (From Bookstore)

Consistent sidewalks with attractive paving patterns lined with shade trees, planters, and thoughtful street furniture will create a comfortable environment for students and citizens alike to traverse the current gap between the City and the University. Street lights and signage will also be utilized to emphasize the uniqueness of the district and help with wayfinding for visitors that will be staying in close proximity at the new hotel proposed by this plan.

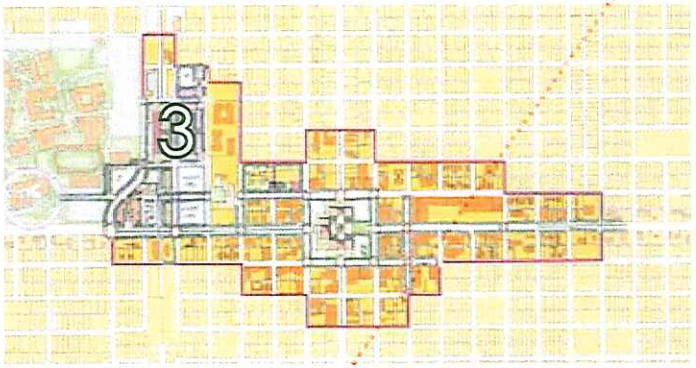


After - West McIntyre Promenade (From Hotel Courtyard)

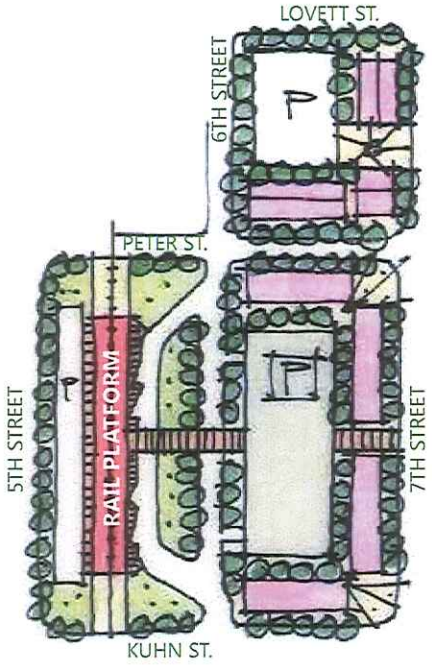
IMPLEMENTATION

Catalyst Projects

3

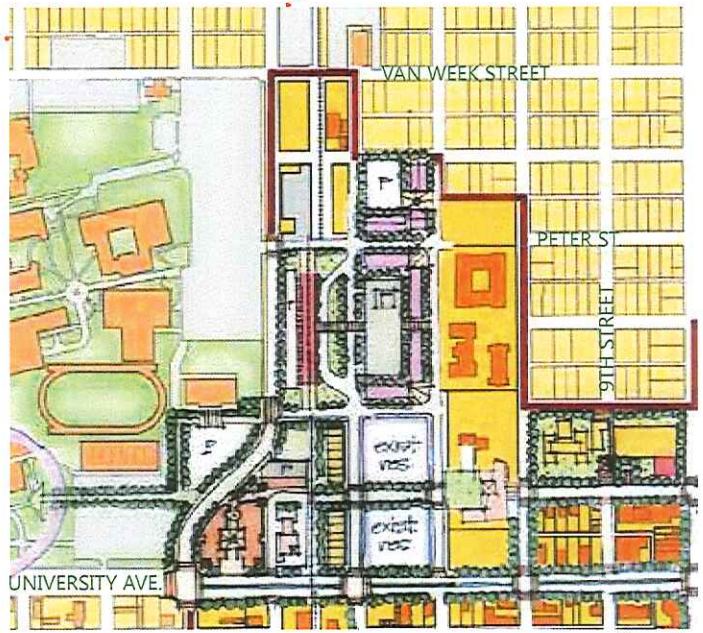


Key



Concept

TRANSIT ORIENTED DEVELOPMENT / ECISD



Close-Up

The ten Catalyst Projects are sited and planned to be successful independent of future rail transit opportunities. Each, however, is designed "transit-ready" to preserve the best opportunities for commuter rail service and transit-oriented development should the opportunity present itself in the future.

The concept plan recognizes that the long block between N. 6th, N. 5th, W. Peter and W. Kuhn is of adequate length to accommodate a 500-ft. rail station platform, and so reserves space for a bus loop and commuter "kiss and ride" loop off N. 6th Avenue to serve the potential platform site. This proposed loop is adjacent to the potential parking structure site on the east side of N. 6th and accommodates a mid-block pedestrian crossing, providing future rail patrons with a full range of access possibilities.



TOD Development Example



Plaza Saltillo - East Austin



Plaza Saltillo Mixed-Use TOD

The ECISD currently owns the property to the east of the proposed rail platform, and although they currently have no plans for that land, the City should work together with the School District to ensure any interim development does not interfere with the vision for this area. This collaborative effort between the School District and the City should start with discussions about this property and its possibilities in the near future to ensure the preservation of this opportunity.



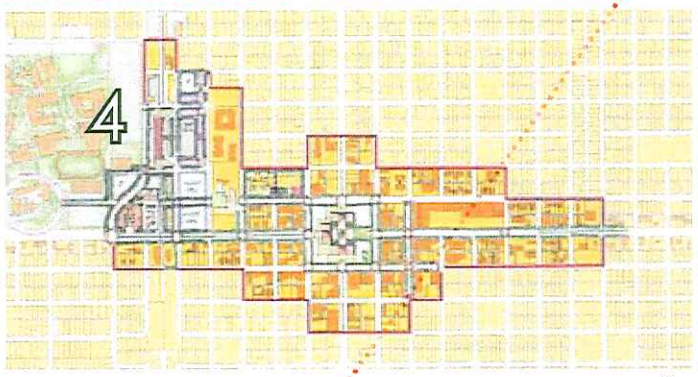
Plaza Saltillo Rail Station

IMPLEMENTATION

Catalyst Projects

4

UTPA - EAST CAMPUS EDGE



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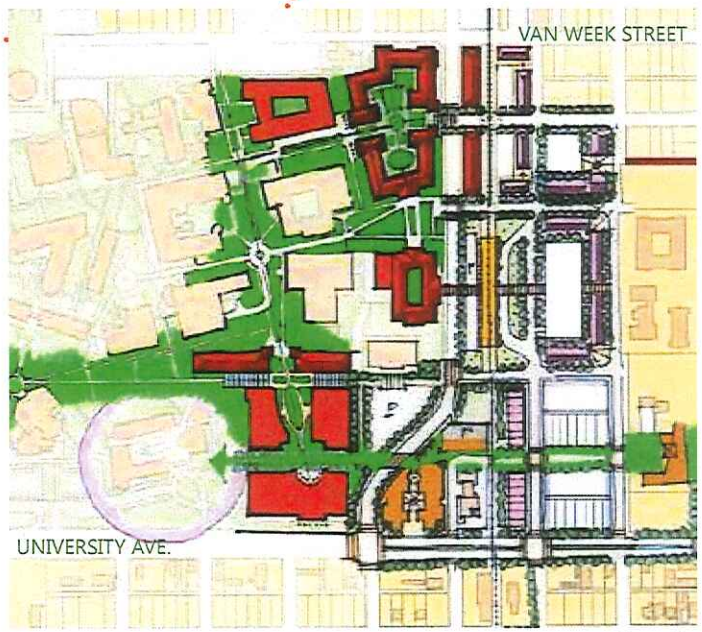
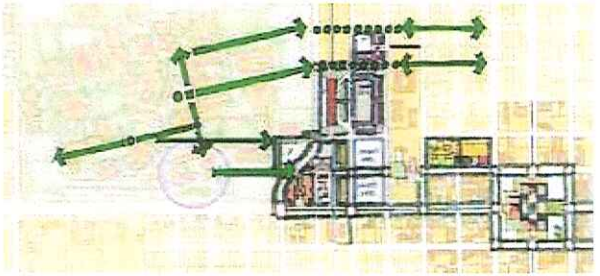


Close-Up

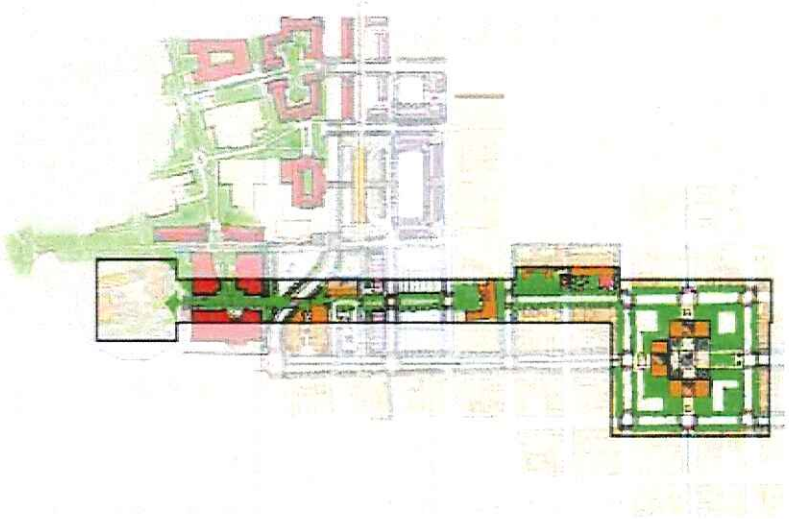
Located at the edge of the Downtown, the University of Texas Pan-American is one of Edinburg's greatest assets. However, few of the University's 18,000 students venture into Downtown Edinburg, and even fewer would consider walking there despite its proximity. The current edge condition between the University and the City is barren and is not pedestrian friendly. Abandoned warehouses and industrial sites line the City side of the tracks while vast surface parking lots lines the campus side of 5th street. The railway and lack of appropriate pedestrian infrastructure create a barriers to pedestrian linkages, and improvements in these areas will be necessary in order to enhance the Town-Gown relationship. Future developments in this area should be mindful of both entities' visionary plan in order to ensure that synergy and connectivity flourish without impedance from incompatible developments.

The City grid creates five opportunities for linking the University and Downtown:

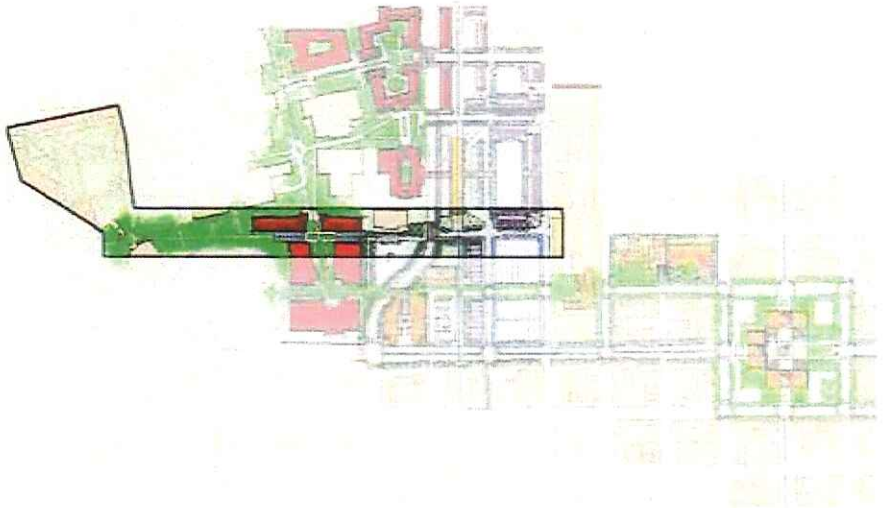
- East McIntyre Street
- Kuhn Street
- Peter Street
- Lovett Street
- Loeb Street



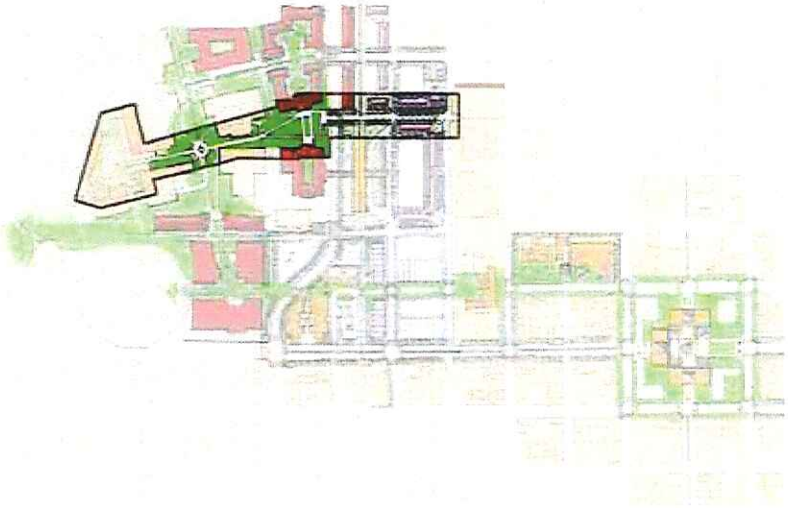
Close-Up



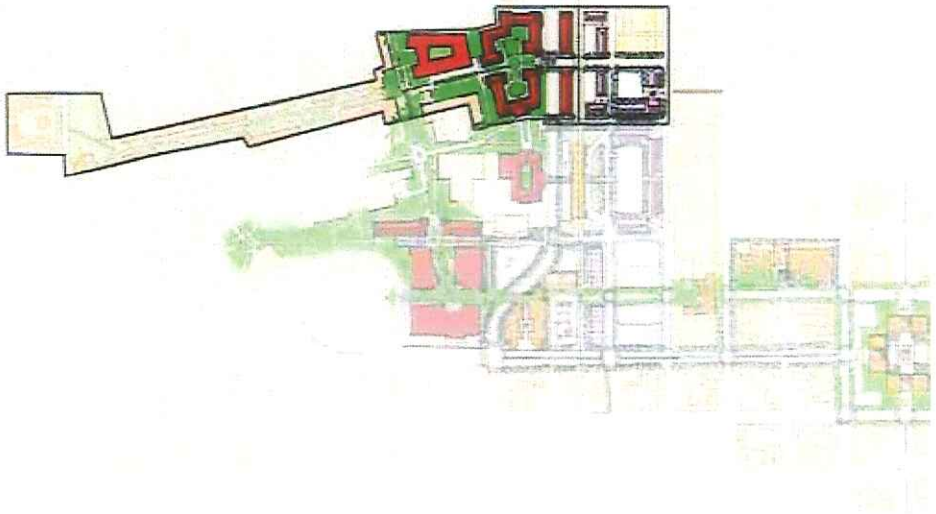
McIntyre Corridor Connection



Kuhn Street Corridor Connection



Peter Street Corridor Connection



Lovett Street Corridor Connection

Downtown District



Like many Texas county-seats, Downtown Edinburg is designed around a Courthouse Square that is accessed off two, main thoroughfares.

DOWNTOWN ZONING DISTRICT
REQUESTED BY: PLANNIG & ZONING
CREATED BY: ENGINEERING DEPARTMENT - GIS DIVISION
DATE: DECEMBER 27, 2023
GIS DISCLAIMER
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.
NTS
THE CITY OF EDINBURG TEXAS
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Downtown (DT) Zoning District

This district is only for Edinburg's historic downtown square and its immediate environment. It is intended to permit a range of commercial and high-density residential uses that create a pedestrian-oriented Downtown that will serve as the civic and cultural heart of the City for generations. Vertical mixed-use development with retail, restaurant, and entertainment uses on the ground floor and offices or residential uses on the upper floors is encouraged. This district is not appropriate or warranted in any location other than the historic downtown square and its immediate environments, and should not be applied in other areas, except for expansions to the immediate historic downtown square. (Table 2.103-1 UDC)

Changes to Downtown District











The concept for the City of Edinburg Downtown is to make it a distinctive and appealing destination district.

Downtown Parking

The City of Edinburg Unified Development Code considers development and land uses in the Downtown District to be “grandfathered” , requiring no more parking than is already provided on-site.

Proposed Downtown Parking Garage



Edinburg Arts, Culture & Event Center and Promenade Park







A plan is only successful if implemented.

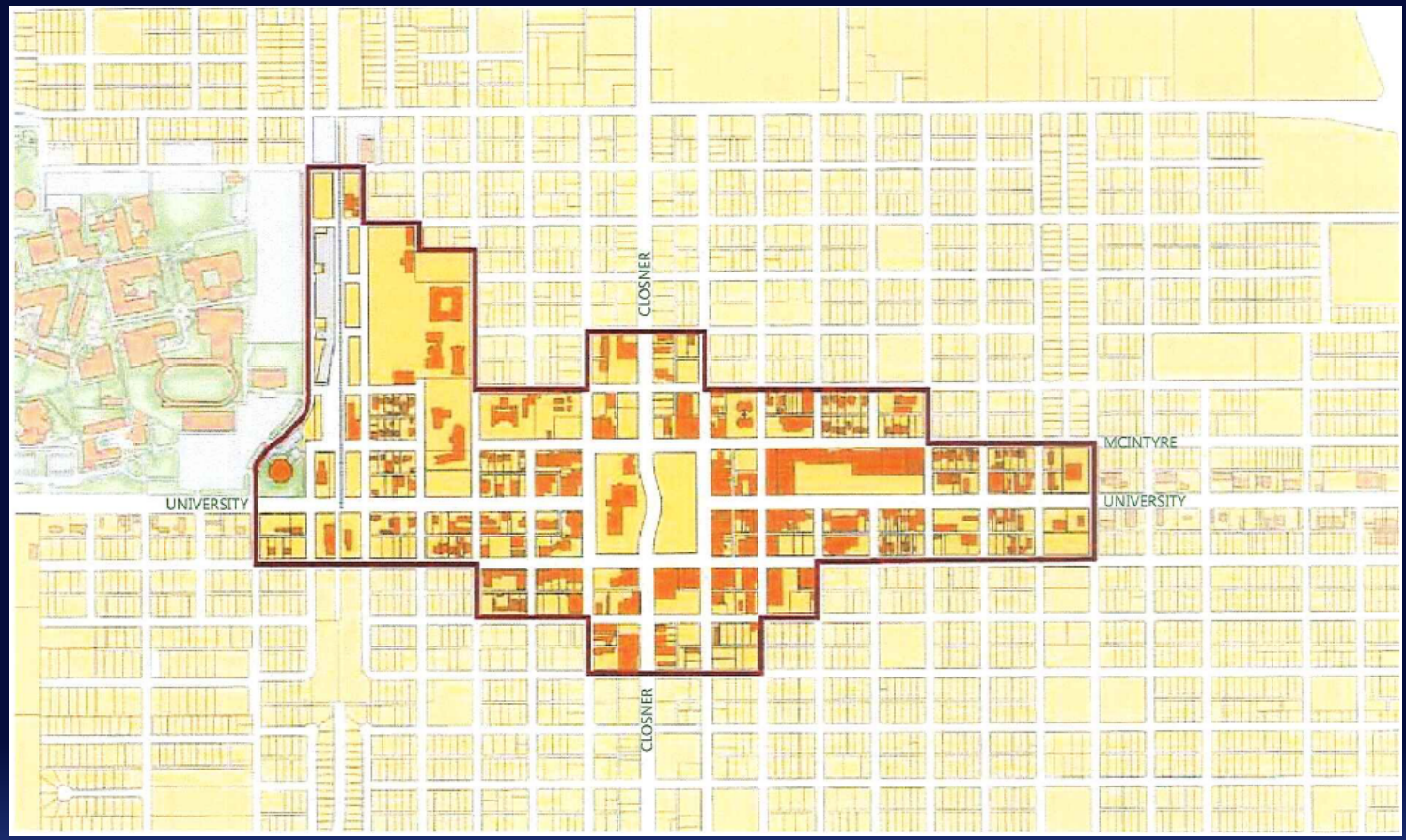
2024 and Beyond



First Scenario - Before



First Scenario - After



Expand westward to include UTRGV?

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
ECONOMIC DEVELOPMENT
Agenda Item No: 8.A.

1. **Agenda Item:**
Consider Approval of the Edinburg Economic Development Corporation's Facade and Lot Improvement Program (FLIP). [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**
The Edinburg Economic Development Corporation (EEDC) will provide up to $10,000 in grants to a qualifying small business to help with repairs to existing parking lots, signage or facades. The EEDC has committed $400,000 for the Fiscal Year 2023-2024 for at least 40 qualifying small businesses (up to $10,000 each).

The Facade and Lot Improvement Program (FLIP) was created to help small businesses add curb appeal and improve the esthetics of their properties. Beautification of businesses will add to the overall effort to improve our community's appearance to outside visitors and locals as well. For those businesses who may not have funds to get started on improvements and wait for program funds to reimburse them, we will be able to offer a loan until the completion of the improvements. Upon successful submittal of the documentation and other evidence of completion of improvements, the EEDC may forgive the loan and convert it to a grant.

Applications for funding shall be received beginning on January 8, 2024, and may be accepted through February 8, 2024, unless the program funding is depleted prior to that date or the EEDC Board discontinues the program.

The FLIP program will beautify at least 40 businesses through facade and parking lot improvements, thus contributing to the revitalization of the City of Edinburg.

3. **Staff's Recommendation:**
Approve the Edinburg Economic Development Corporation's Facade and Lot Improvement Program (FLIP). The EEDC Board of Directors approved this program on November 28, 2023.

Reviewed by:
Raudel Garza, Director of Economic Development
Nelda Ramirez, Assistant City Manager

Prepared by:
Leticia Pantoja

Attachments:
A. EEDC - FLIP Program Scope
B. EEDC - FLIP Program Application

EDINBURG
Economic Development Corporation

FLIP
FACADE & LOT IMPROVEMENT
PROGRAM

Façade and Lot Improvement Program (FLIP)

Our small businesses have been through quite a bit of turmoil in the last few years. From the pandemic, to high inflation, to actual weather storms that have wreaked havoc on our local economy. Some of these storms have damaged signs, awnings, facades, parking lots, and much more. The Edinburg Economic Development Corporation's (EEDC) Façade and Lot Improvement Program (FLIP) is designed to help alleviate some of those damages.

PROGRAM: The EEDC will provide up to $10,000 in grants to a qualifying small business to help with repairs to existing parking lots, signage or facades. The EEDC has committed $400,000 for the Fiscal Year 2023-2024 for at least 40 qualifying small businesses (up to $10,000 each). The program provides financial assistance for improvements to eligible commercial businesses that will occur from **date of implementation through September 30, 2024**, subject to the terms of the grant and final approval from the EEDC Board of Directors and Edinburg City Council.

The FLIP program operates under reimbursement only. **Approved projects will receive funds upon project completion.** Any improvement project expense incurred before approval and obtaining the building permit will not be reimbursed, unless otherwise approved by the EEDC Board of Directors.

If a qualifying business can demonstrate that they cannot undertake the improvements contemplated in the program due to financial hardship, then EEDC may consider providing the qualifying business with a loan of up to the grant amount to cover the anticipated costs. Upon satisfactory completion of the improvements and approval of all documentation by EEDC, the loan may be forgiven by the EEDC Board. Failure to satisfy all the requirements of the program will result in the enforcement of the funding agreement to pay back funds.

PROGRAM ELIGIBILITY:

In order to qualify, your business must meet the following eligibility criteria:

- **Business must be located within Edinburg City Limits. *Please see map**
- Business is a commercial property owner and/or an existing for-profit business (tenant) in the City of Edinburg with fewer than 20 employees.
- Business is currently operating.
- Locally-owned.
- The qualifying business must be current with all local property tax payments.
- All grant recipients (business and/ property owner) must not have outstanding code enforcement violations or liens. A letter from the City's Health & Code Department may be needed. All grant recipients must be current on rental, lease or mortgage payments if applicable.
- Business must submit two quotes for work to be completed. At least **one** quote must be from an Edinburg business/vendor/contractor.
- If grant recipient is a tenant, authorization from landlord via letter is required.

ELIGIBLE EXPENSES:

Subject to review and approval by the EEDC and any applicable laws or codes and program rules, any hard costs associated with the renovation of exterior portions of property owned or leased by the qualifying small business can be reimbursed by this program. These eligible expenses may include the following, but could also include other expenses found to be in line with the intent of the program as determined by the EEDC:

- Construction of outdoor patios.
- Exterior painting, re-siding, cleaning, or other improvements that revitalize façade appearance.
- Exterior restoration of significant architectural details.
- Installation of permanent landscaping.
- New doors, windows, or awnings.
- Parking lot resurfacing with striping.
- Repair, removal, and replacement of old signage.
- Roof repairs that are part of the existing building.

All improvement projects must be approved by the Edinburg Economic Development Corporation staff and the City of Edinburg's Development Services prior to starting work. **Permit fees are waived**.

INELIGIBLE EXPENSES:

- Any improvements to secondary or accessory buildings (i.e., garages, storage buildings, closets).
- Equipment, Mechanical, or HVAC systems.
- New building construction.
- Reducing or enclosing existing storefront windows.
- Routine maintenance.
- Security systems (including metal roll down gates, window bars, cameras).
- Improvements performed prior to February 28, 2023 or after September 30, 2024.

REQUIRED DOCUMENTATION YOU NEED BEFORE YOU APPLY:

- Confirmation that mortgage, property insurance and property tax payments are current and in good standing, which is usually a copy of a receipt.
- Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements.
- One to two (1-2) photos of the project site prior to and after improvements.
- Owner authorization letter, if leasing property.
- Two (2) quotes for work to be completed. At least **one** quote must be from an Edinburg business.
- Signed receipt with start and end date of completed work and identification of who completed the work or other similar documentation.
- W-9 Form.

RESTRICTIONS:

- **This is a one-time grant. One application per person or business entity and per address.**
- **Home-based business are not eligible to apply.**
- **Non-profits are not eligible to apply.**
- **Grant awards are contingent upon funds availability.**

***The Edinburg Economic Development Corporation reserves the right to approve or deny any category or business type ineligible including those businesses that are prohibited by federal or state law, businesses soliciting or promoting activities such as gambling, lobbying, and/or sexually-oriented activity, and those subject to indictment, arraignment, or other formal criminal charges. ***

FYI Additional types of permits that may be required:

- Public right-of-way require a permit from the City of Edinburg Engineering Department
- State right-of-way, a permit from the Texas Department of Transportation
- Depending on the project, there may be additional requirements

RESOURCES:

- UDC handbook

SAMPLE DOCUMENTATION:

- W-9 Form
- Owner Authorization Letter Sample

APPLICATION PROCESS:

1. Applications for funding shall be received beginning on January 8, 2024 and may be accepted through February 8, 2024, unless the program funding is depleted prior to that date or the EEDC Board discontinues the program.

2. Review the eligibility criteria and required documentation, and verify if your business is eligible to apply.

3. Complete and submit the Façade and Lot Improvement Program application online.

4. Economic development staff may schedule a phone call or a meeting with the applicant to request additional documentation, if needed.

5. Project application will be presented to the EEDC Board for consideration. Applications will be evaluated and graded on the criteria established by the EEDC found in **Exhibit A.**

    - If approved by the EEDC board, applicant will receive an email with notice of award determination and possibly notice to proceed.
    - If not approved by the EEDC board, applicant will receive an email with non-approval notice.

6. Project referred to and review by relative City Departments.

7. Start and complete project when business permit is issued. Projects must be completed by **December 31, 2024.** If project needs an extension, please submit request in writing to EEDC staff for determination. Project extensions will be considered on a case by case basis.

8. Grant funding will be disbursed within 3-4 weeks of documentation submission, and approval of such documentation by EEDC staff, subject to availability of funds.

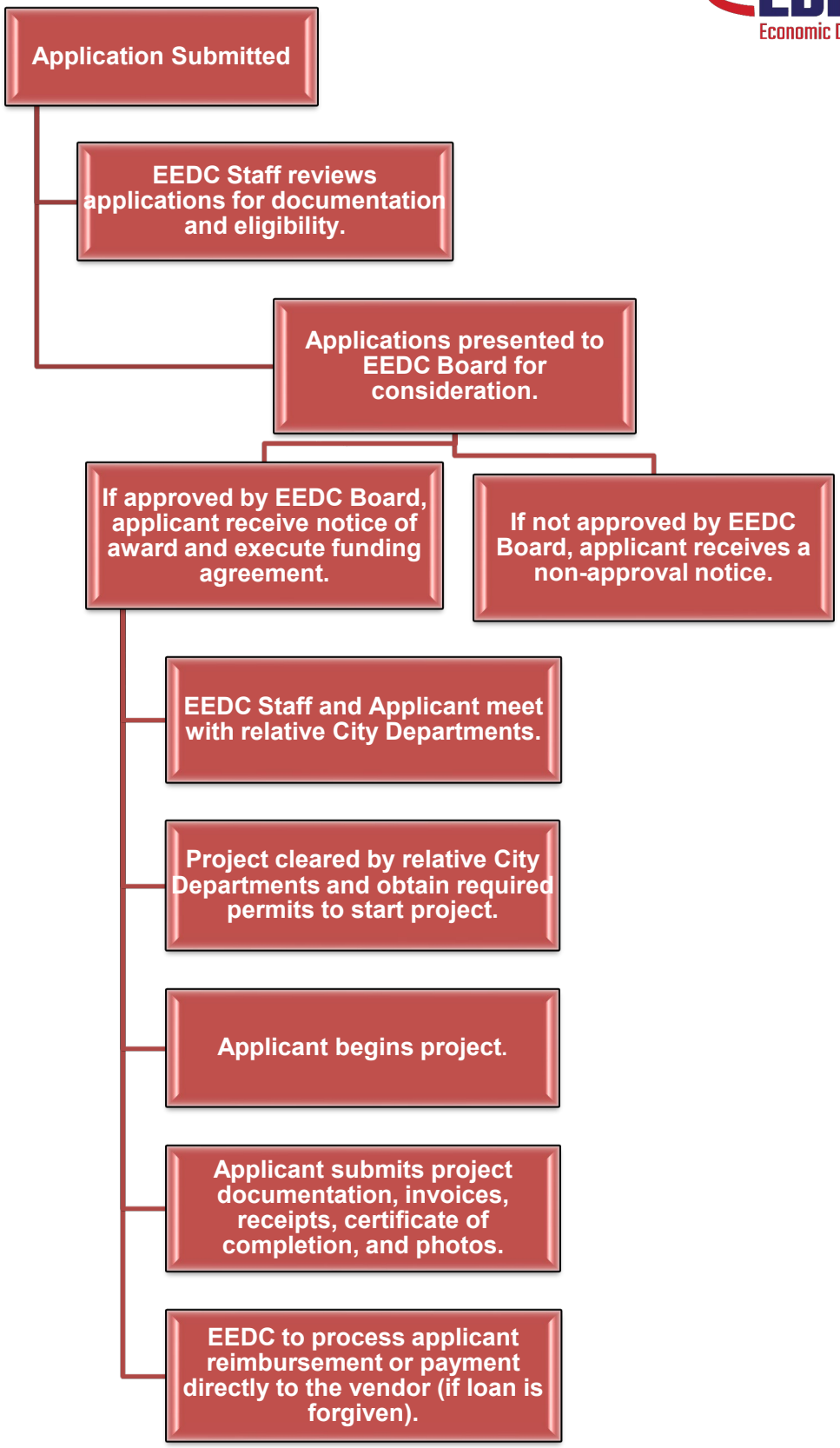

Application Submitted
EEDC Staff reviews applications for documentation and eligibility.
Applications presented to EEDC Board for consideration.
If approved by EEDC Board, applicant receive notice of award and execute funding agreement.
If not approved by EEDC Board, applicant receives a non-approval notice.
EEDC Staff and Applicant meet with relative City Departments.
Project cleared by relative City Departments and obtain required permits to start project.
Applicant begins project.
Applicant submits project documentation, invoices, receipts, certificate of completion, and photos.
EEDC to process applicant reimbursement or payment directly to the vendor (if loan is forgiven).

Exhibit A – FLIP Scoring Criteria

Façade and Lot Improvements Program (FLIP) applications will be evaluated and graded on criteria established by the EEDC. The **basic scoring criteria** is below:

# of FTE employees	1 to 10	11 to 25	26+	**Points Awarded**
Points	30	20	10	
# of PT employees	1 to 10	11 to 25	26+	
Points	20	10	5	
Yearly Revenue	$100,000 - $1M	$1M - $5M	$5M+	
Points	20	10	5	
Years in Operation	0-5 years	6-10 years	11+ years	
Points	0	5	10	

Location	**Points**	**Points Awarded**
Opportunity Zones	10	
Downtown District	20	
University Corridor	5	
Trenton Corridor	0	
Monte Cristo Corridor	5	
East side	25	
North side	5	

Economic Development Corporation

Façade and Lot Improvement Program

NOTE: ALL FIELDS ARE REQUIRED, FAILURE TO PROVIDE INFORMATION WILL PREVENT APPLICATIONS FROM BEING SUBMITTED.

Name of Business:

Business Owner's Full Name:

Business Owner's Phone number:

Business Owner's Email:

Brief description of business:

Specify Industry Classification Code (NAICS):

Please click here to locate your industry code and enter below. Type in the type of business in the keyword search under NAICS. (This should be a six-digit number, for example: 722511).

Business Physical Address:

City:

State:

Mailing Address: It must be the same address as the W-9 form.

Do you own or lease the building?

- Own
- Lease

Property Owner's Full Name:

Property Owner's Email:

Property Owner's Address:

Property Owner's Phone Number:

Number of Existing Employees:

_____ Full-Time

_____ Part-Time

_____ Hiring

Do you plan on hiring more employees in the next year?

- Yes
- No

If yes, how many employees do you plan on hiring? _____

Yearly Revenue: $_____

Summary of project and work for which grant is requested:

_____

_____

_____

_____

Select the type of improvement project you are applying for. Check all that apply.

- Construction of Outdoor Patios
- Exterior painting, re-siding, cleaning, or other improvements that revitalizethe storefront appearance
- Exterior restoration of significant architectural detail
- Installation of permanent landscaping
- Murals
- New doors, windows, or awnings
- Parking lot resurfacing with striping
- Repair, removal, and replacement of old signage
- Roof repairs that are part of the existing building

Total Cost of Improvements: $_____

Is your business experiencing any financial hardship? Yes / No

Economic Development Corporation

If yes, please explain below.

***The most recent business tax return, bank statements, or additional financial information will be requested.*

Required Documentation:

- Please upload a copy or image of your W-9 form (The address needs to match the mailing address):
- Please upload one (1) before photo of the proposed project improvement
- Please upload owner authorization letter if you are leasing the business space.
- Confirmation that mortgage, property insurance and property tax payments are current and in good standing, which is usually a copy of a receipt.
- Documentation of property ownership or written consent from property owner giving permission to conduct the identified improvements

The applicant certifies and agrees to the terms and conditions set forth below:

- I certify that my business is located within the Edinburg Downtown Corridor.
- I certify that the information provided is true and correct. I understand that the self-certification form may be subject to further verification by the Edinburg Economic Development Corporation at any time. I, therefore, authorize such verification and I will provide supporting documents, if necessary.
- I acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information submitted may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of United States Codes.

Economic Development Corporation

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

Business Owner:

Name:

Date:

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
APPOINTMENTS
Agenda Item No: 9.A.

1. **Agenda Item:**
Consider Appointment to the Following City Advisory Board, Council, Commission and Committee: Planning and Zoning Commission, One Member; Public Library Board; One Member; Zoning Board of Adjustments, Three Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Planning and Zoning Commission (1 Member) - Function: Review and make recommendations to the City Council on rezoning; special use permits; and subdivisions.

Present Member(s): Ruby Casas

Applicant(s): Ruby Casas, Alberto Sanchez, Sandra Y. Alaniz, Otoniel Resendez, Mark Moran, John A. Rigney

Public Library Board (1 Member) - Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.

Present Member(s): Patricia Rigney

Applicant(s): Patricia Rigney, Jose Noe Valdez, John A. Rigney

Zoning Board of Adjustment (3 Members) - Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Member(s): Ponciano Longoria, Marc Moran, Michael Aaron Cantu

Applicant(s): Ponciano Longoria, Marc Moran, Michael Aaron Cantu, Andrew Leal Almaguer, John A. Rigney

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES
Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners

of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointment to the Following City Advisory Board, Council, Commission and Committee: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member and Charter Review Committee, One Member.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Sarah Bryan
Administrative Specialist

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.A.
Firewall

1. **Agenda Item:**
Considering Awarding RFP No. 2024-005, Purchase of a Palo Alto Next Generation Firewall to Insight Public Sector, Inc., in the Amount of $54,176.09. [Daniel Vera, Director of Information Technology].

2. **Description:**
City staff is requesting consideration of the Request for Proposal (RFP) for the acquisition of a singular Palo Alto Next Generation Firewall, a critical component aimed at significantly enhancing the City's cybersecurity posture. This appliance is deemed essential in fortifying the city's digital infrastructure against evolving cyber threats and safeguarding sensitive information.

The significance of this appliance lies in its advanced capabilities to proactively identify and mitigate potential cyber risks, ensuring the resilience and integrity of the City's digital assets in an increasingly complex threat landscape.

On Tuesday, November 28, 2023, four (4) RFPs were received and opened. Following a comprehensive evaluation by three (3) IT personnel, it was determined that one of the proposals did not meet the specified requirements. Taking into account the city's prior positive business experience with Insight Public Sector, Inc., the staff recommends selecting them as the vendor for the project. The proposed amount is $54,176.09. Funding is available through ARPA in the amount $100,000.00. The vendor has complied with the ARPA funding requirements. There are no monies owed to the City by Insight Public Sector, Inc.

Vendor Name	Price
Insight Public Sector, Inc.	$54,176.09
Bedrock Technologies Partners, LLC	$69,400.00
Layer 3 Communications	$77,122.00

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2024-005, Purchase of a Palo Alto Next Generation Firewall to Insight Public Sector, Inc., in the Amount of $54,176.09.

Reviewed by:
Nelda Ramirez, Assistant City Manager
Ascencion Alonzo, Finance Director

Prepared by:
Daniel Vera, Director of Information Technology

Attachments:

A. Bid tab-Palo Alto NG Firewall
B. Bidder's List-Palo Alto NG Firewall
C. Aggregate Scores Summary-Purchase of a Palo Alto Next-Gen Firewall
D. Notice to Respondents-Purchase of a Palo Alto NG Firewall
E. Insight Proposal
F. Bedrock Technology Partners Proposal
G. Layer 3 Communications Proposal
H. Waypoint Business Solutions Proposal
I. Contract for the Purchase of Palo Alto Firewall RFP

THE CITY OF Edinburg

RFP 2024-005 - Purchase of a Palo Alto NG Firewall
Opening Date: Tuesday, November 28, 2023 at 3:00 p.m.

			Respondents:	Bedrock Technology Partners, LLC	Insight Public Sector, Inc	Layer 3 Communications		Waypoint Business Solutions	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost		Unit Cost Option 1	Unit Price Option 2
1	PAN-PA-3410 With Redundant AC Power Supply	1	each	$27,930.00	$14,853.69	$26,533.50		$9,102.31	$12,315.31
2	A-3410 Advance Threat Prevention Subscription 3 years term	1	each	$22,880.00	$13,133.78	$21,498.50		$509.32	$505.75
3	PA-3410 Premium Support 3 years term	1	each	$15,090.00	$14,298.62	$15,090.00		$12,287.94	$16,625.49
4	Installation & Configuration	1	each	$3,500.00	$11,890.00	$14,000.00		$1,363.53	$1,846.88
							Professional Services Estimate	$13,200.00	$13,200.00
							Optional 10GE SFP	$62.12	$62.12
			Total	$69,400.00	$54,176.09	$123,576.09		$36,525.22	$44,555.55

Email Addresses	
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djackson@teamlogicit.com	debbie.leber@lrs.com
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orward@abundansit.com	keithb@cynergytech.com
ac@accable.com	sthomas@lyncverse.com
chimezie@acachi.tech	dshepard@macomp.com
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sales@ada-gps.com	kristen@12thmantechnology.com
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panderson@kairosprofessionalservices.com	Mike_Ur@shi.com

Josh.Reardon@scw.com

THE CITY OF Edinburg

RFP 2024-005 - Purchase of a Palo Alto Next-Gen Firewall

Opening Date: Tuesday, November 28, 2023 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score
Bedrock Technology Partners, LLC	70	35	67	57.33
Insight Public Sector, Inc	80	95	87	87.33
Layer 3 Communications	70	45	81	65.33
Waypoint Business Solutions	18	50	0	22.67

REQUEST FOR PROPOSAL

2024-005

PURCHASE OF A PALO ALTO NG FIREWALL

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 8, 2023

DEADLINE FOR QUESTIONS: November 17, 2023

RESPONSE DEADLINE: November 28, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

Purchase of a Palo Alto NG Firewall

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....
VII. Evaluation Criteria .....

Attachments:

A - Agreement

1. Introduction

1.1. Summary

The City of Edinburg, hereinafter referred to as "The City," is seeking proposals from qualified vendors for the procurement and deployment of a Palo Alto Next-Gen Firewall, specifically the PA-3410 model. This acquisition is driven by the necessity to reinforce and elevate the cybersecurity infrastructure. The selected firewall solution will play a pivotal role in enhancing our organization's cybersecurity posture, providing robust protection and advanced security features to safeguard our remote facility's digital assets and network resources.

1.2. Contact Information

Danny Vera
Director of Information Technology
415 W University Dr
Edinburg, TX 78539
Email: dvera@cityofedinburg.com
Phone: (956) 388-1805

Department:
Information Technology

Department Head:
Daniel Vera
IT Director

1.3. Timeline

Release Project Date	November 8, 2023
Pre-Proposal Meeting (Non-Mandatory)	November 16, 2023, 1:30pm Join Zoom Meeting ID: 81836859214 Passcode: 168515 (US) +1 253-215-8782 Passcode: 168515 Join Zoom Meeting: https://cityofedinburg.zoom.us/j/81836859214?pwd=NVRYQVZnU1F5eWE1dzduWVJ3UlVCZz09
Question Submission Deadline	November 17, 2023, 5:00pm

Proposal Submission Deadline	November 28, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Purchase of a Palo Alto NG Firewall.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 28, 2023.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, November 28, 2023.

A pre-proposal meeting for all interested parties will be held at 1:30 pm, Thursday, November 16, 2023. Meeting details will be posted on:

https://procurement.opengov.com/portal/cityofedinburg

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2024-005" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2024-005

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, November 17, 2023.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

Bidder on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964 after Civil Rights Act and federally mandated procurement contract provisions at Appendix II to 2 CFR Part 200.

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at **www.sam.gov.** All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: Purchase of a Palo Alto NG Firewall

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City’s Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Purchase of a Palo Alto NG Firewall as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. PURCHASE OF A PALO ALTO NG FIREWALL

System Requirements

The firewall should meet the following requirements:

Item	Description
PAN-PA-3410	PA-3410 with redundant AC power supplies
PAN-PA-3410-ATP-3YR	PA-3410 Advanced Threat Prevention Subscription 3 year (36 month) term
PAN -SVC-PREM-3410-3YR	PA-3410 Premium support 3-year (36 month) term
	Installation & Configuration

Implementation Timeline

The project timeline should include the following key milestones:

A. Vendor selection and contract negotiation.

B. PA Firewall deployment and configuration.

C. Testing and validation of the PA Firewall solution.

D. Training for the organization's security team.

E. Ongoing support and maintenance.

Proposal Submission:

Interested vendors are invited to submit their proposals by November 28, 2023

Proposal Content

Proposal should include the following:

A. Detailed technical specifications of the proposed.

B. Implementation plan, including project timeline and milestones.

C. Documentation of install and configuration.

D. Pricing, including software licenses, hardware, installation, and any additional costs.

E. Support and maintenance plans, including response times and service level agreements.

F. References from previous clients for similar PA Firewall implementations (3 references).

G. Company profile and qualifications.

Pricing, Including Shipping

Pricing

Vendors must provide a detailed breakdown of the pricing for the PA Firewall System, including all associated costs.
This should include:

A. Software licenses, including any recurring or subscription fees.

B. Hardware costs, if applicable.

C. Installation and configuration fees.

D. Training fees.

E. Support and maintenance costs (annual or ongoing).

F. Any additional costs or optional services.

Conclusion

This Scope of Work outlines the purpose of the RFP and the requirements for pricing, including shipping costs. Interested vendors are encouraged to submit their proposals in accordance with the guidelines provided. Our organization Looks forward to partnering with a qualified vendor to enhance our cybersecurity capabilities through the acquisition and implementation of a Palo Alto NG Firewall.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Required Forms

*5.4.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.4.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.4.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.4.4. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.4.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.4.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.4.7. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.4.8. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

5.5. ARPA Required Certifications

*5.5.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

*Response required

*5.5.2. Please fill out and sign the Conflict of Interest Summary of Rules for Respondents and upload here.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Form.pdf

*Response required

*5.5.3. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

*Response required

5.5.4. Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity (if applicable) and upload here.

Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

*5.5.5. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

*Response required

*5.5.6. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

*Response required

*5.5.7. Please fill out and sign the Non-Collusion Affidavit and upload here.**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

6. Pricing Proposal

PALO ALTO NG FIREWALL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PAN-PA-3410 With Redundant AC Power Supply	1	each		
2	A-3410 Advance Threat Prevention Subscription 3 years term	1	each		
3	PA-3410 Premium Support 3 years term	1	each		
4	Installation & Configuration	1	each		
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Compliance with technical requirements**	Points Based	30 *(30% of Total)*
2.	**Cost-effectiveness**	Points Based	30 *(30% of Total)*
3.	**Support and maintenance offerings**	Points Based	20 *(20% of Total)*
4.	**Vendor reputation and references**	Points Based	20 *(20% of Total)*

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-005

Purchase of a Palo Alto NG Firewall

RESPONSE DEADLINE: November 28, 2023 at 3:00 pm

Report Generated: Monday, December 11, 2023

Insight Public Sector, Inc Proposal

CONTACT INFORMATION

Company:
Insight Public Sector, Inc

Email:
darak.weaver@insight.com

Contact:
Darak Weaver

Address:
2701 E Insight Way
Chandler, AZ 85286

Phone:
N/A

Website:
www.ips.insight.com

Submission Date:
Nov 27, 2023 9:41 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Insight_response_Edinburg_RFP-2024-005-Palo-Alto.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Insight_no_redactions.pdf

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

City_of_Edinburg_23-24_COI-IPS.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

4-1-CONFLICT_OF_INTEREST-IPS.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

4-2-GENERAL_QUESTIONNAIRE-IPS.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

4-3-LITIGATION_DISCLOSURE_FORM-IPS.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

4-4-HOUSE_BILL_89_VERIFICATION-IPS.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

4-5-SENATE_BILL_13_VERIFICATION--IPS.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

4-6-SENATE_BILL_19_VERIFICATION-IPS.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

4-7-CIQ--IPS.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

5. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- SAM_Registration_and_Activa...

5-1-SAM_Registration_and_Activation-IPS.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR RESPONDENTS AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Conflict_of_Interest_Form.pdf

5-2-Conflict_of_Interest_Form--IPS.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

5-3-Certification_of_Bidder_Regarding_Equal_Employment_Opportunity-IPS.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY (IF APPLICABLE) AND UPLOAD HERE.
Pass

Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

5-4-Equal_Opportunity_Employer-Subcontractor-NOT-APPICABLE.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

5-5-Clean_Air_and_Water-IPS-NOT-APPICABLE.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

5-6-Non-Lobbying_Activities-IPS.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

5-7-Non-Collusion_Affidavit-IPS.pdf

PRICE TABLES

PALO ALTO NG FIREWALL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PAN-PA-3410 With Redundant AC Power Supply	1	each	$14,853.69	$14,853.69
2	A-3410 Advance Threat Prevention Subscription 3 years term	1	each	$13,133.78	$13,133.78

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	PA-3410 Premium Support 3 years term	1	each	$14,298.62	$14,298.62
4	Installation & Configuration	1	each	$11,890.00	$11,890.00
TOTAL					**$54,176.09**

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-005

Purchase of a Palo Alto NG Firewall

RESPONSE DEADLINE: November 28, 2023 at 3:00 pm

Report Generated: Monday, December 11, 2023

Bedrock Technology Partners, LLC Proposal

CONTACT INFORMATION

Company:
Bedrock Technology Partners, LLC

Email:
matt@bedrock-tech.com

Contact:
Matthew Clark

Address:
4701 Patrick Henry Drive
Santa Clara, CA 95054

Phone:
(469) 340-6344

Website:
www.bedrock-tech.com

Submission Date:
Nov 28, 2023 11:09 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

BEDROCK__EXECUTIVE_SUMMARY_PAN-Edinburg.pdf

2. If you have any proprietary documents, please attach the redacted document here.
Bedrock_Technology_Partners.221839.v1.3.pdf

3. Please upload your current insurance certificate.*
Please upload your current insurance certificate.

Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST-Bedrock.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
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HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

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PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

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Texas_Conflict_of_INterest.pdf

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Conflict_of_Interest_Form-Bedrock.pdf

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Certification_of_Bidder_Regarding_Equal_Employment_Opportunity.pdf

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- Non-Collusion_Affidavit.pdf

Notary-signed.pdf

PRICE TABLES

PALO ALTO NG FIREWALL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PAN-PA-3410 With Redundant AC Power Supply	1	each	$27,930.00	$27,930.00
2	A-3410 Advance Threat Prevention Subscription 3 years term	1	each	$22,880.00	$22,880.00
3	PA-3410 Premium Support 3 years term	1	each	$15,090.00	$15,090.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Installation & Configuration	1	each	$3,500.00	$3,500.00
TOTAL					**$69,400.00**

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-005

Purchase of a Palo Alto NG Firewall

RESPONSE DEADLINE: November 28, 2023 at 3:00 pm

Report Generated: Monday, December 11, 2023

Layer 3 Communications Proposal

CONTACT INFORMATION

Company:
Layer 3 Communications

Email:
melizalde@layer3com.com

Contact:
Manuel Elizalde

Address:
6650 W. Sam Houston Pkwy N.
Suite 450
Houston, TX 77041

Phone:
N/A

Website:
www.layer3com.com

Submission Date:
Nov 28, 2023 2:01 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

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City_of_Edinburg_Proposal_for_Firewall_Managed_Services_v1.pdf

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Insurance_Summary_-_2019.pdf

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No

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Fail

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PRICE TABLES

PALO ALTO NG FIREWALL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	PAN-PA-3410 With Redundant AC Power Supply	1	each	$26,533.50	$26,533.50
2	A-3410 Advance Threat Prevention Subscription 3 years term	1	each	$21,498.50	$21,498.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	PA-3410 Premium Support 3 years term	1	each	$15,090.00	$15,090.00
4	Installation & Configuration	1	each	$14,000.00	$14,000.00
TOTAL					**$77,122.00**

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-005

Purchase of a Palo Alto NG Firewall

RESPONSE DEADLINE: November 28, 2023 at 3:00 pm

Report Generated: Monday, December 11, 2023

Waypoint Business Solutions Proposal

CONTACT INFORMATION

Company:
Waypoint Business Solutions

Email:
breinis@waypointsolutions.com

Contact:
Becky Reinis

Address:
118 Vintage Park Blvd
Houston, TX 77070

Phone:
N/A

Website:
https://www.waypointsolutions.com/

Submission Date:
Nov 27, 2023 2:34 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

City_of_Edinburg_-_RFP_2024-005_Waypoint_Response.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

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CERTIFICATE_OF_INSURANCE_(COI).PdfCERT_23-24_CITY_OF_EDINBURG.pdfWaypoint_-City_of_Edinburg_Cert_11-15-23.pdf

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Non-collusion.pdf

PRICE TABLES

PALO ALTO NG FIREWALL

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	PA-3410 Premium Support 3 years term	1	each	$0.00	$0.00
4	Installation & Configuration	1	each	$0.00	$0.00
TOTAL					**$0.00**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND INSIGHT PUBLIC SECTOR, INC FOR PURCHASE AND INSTALLATION OF PALO ALTO FIREWALL**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and INSIGHT PUBLIC SECTOR, INC. (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City recognizes the need to enhance its network security infrastructure and, after careful evaluation, has determined that the Vendor's firewall system is the most suitable solution to meet its requirements; and

WHEREAS, the Vendor, having expertise in providing network security solutions, is willing to provide the City with a firewall system and configuration services as described in the attached proposal; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Vendor agrees as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor agrees to perform the Work in connection therewith, under the terms of this Agreement for installation of state-of-the-art firewall system, including all necessary hardware and software components as outlined in the attached "**Exhibit "A"**.

B. The Vendor shall configure the firewall system to meet the specific security and operational requirements of the City as per the configuration details outlined by the City.

C. The Vendor shall provide necessary training to the City's IT personnel to ensure the proper use and maintenance of the firewall system.

D. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. The Vendor shall perform their work with due care, skill, and diligence, aligning with the prevailing professional standards within their field. They shall assume responsibility for ensuring the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and any other elements of the work provided under this Agreement. The Vendor shall also ensure compliance with all pertinent federal, state, and local laws, ordinances, codes, and regulations relevant to the installation and configuration of the firewall system. In the event that the Vendor fails to meet the applicable professional standards, they shall, without additional compensation, rectify any errors or deficiencies, with or without explicit request from the City.

C. The Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of the work associated with the firewall installation and configuration. They shall keep the City informed about the progress of the work undertaken under this Agreement. In the course of fulfilling their responsibilities, the Vendor agrees to promptly and fully disclose any information regarding the work as requested by the City.

D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Vendor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Vendor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City’s review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City’s review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor’s negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor’s control.

I. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor's responsibilities concerning payment and fees in relation to the installation and configuration of the firewall are detailed as follows:

A. City agrees to pay Vendor, for installation and configuration of state-of-the-art firewall herein contracted pursuant to the unit price when a complete installation and configuration installation is completed, inspected and accepted as satisfactory by the City.

B. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's actions in the execution of the firewall installation and configuration services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by

Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Vendor following termination or expiration of this Agreement as defined below, the Vendor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) six months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence

$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Each party agrees to limit the other Party's liability arising from their acts, errors, or omissions such that the total liability of the indemnifying party shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Neither party will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, either Party's performance under this agreement, or of any other obligations relating to this Agreement, even if the indemnified Party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on

the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

Insight Public Sector, Inc. 6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Scott Trinkle

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach.

No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXI
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits B & C.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2021.

CITY OF EDINBURG:

BY:_____
Myra Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

VENDOR

BY:_____
NAME
TITLE
STREET ADDRESS
CITY, STATE ZIP CODE
Phone:
Fax:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" MINIMUM INSURANCE REQUIREMENTS
Exhibit "C" Exhibit C Assurance Civil Rights Contract Provisions
Exhibit "D" Exhibit D Federal Register 2 CFR PART 200-Appendix II

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND INSIGHT PUBLIC SECTOR, INC. FOR PURCHASE AND INSTALLATION OF A PALO ALTO FIREWALL

PREPARED FOR

City of Edinburg

Request for Proposal #2024-005 for the

Purchase of a Palo Alto NG Firewall

11/28/2023 @ 3:00 pm CST

SUBMITTED BY:

Terry Hartman
Sr. Architect
480.687.6476
terry.hartman@insight.com

Darak Weaver
Client Executive
480.687.6470
darak.weaver@insight.com

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11/28/2023

Danny Vera
Director of Information Technology
City of Edinburg
415 W University Dr.
Edinburg, TX 78539
dvera@cityofedinburg.com

Dear Danny,

Enclosed with this letter is our response to the City of Edinburg's RFP No. 2024-005, for Purchase of Palo Alto NG Firewall and installation.

Your RFP emphasized the desire to select a qualified vendor for the procurement and deployment of a Palo Alto Next-Gen Firewall. Having successfully performed similar projects for the City as well as other government entities, Insight Public Sector, Inc. (Insight) is confident we are the right vendor to enable the City of Edinburg to meet your objectives for this project.

Insight also has earned partner awards from Palo Alto Networks, including partner of the year, which indicates that Insight has excelled in areas including the following:

- Performance — for the number of clients we have provided Palo Alto product and services to
- Enablement — for the number of Palo Alto Networks technical, pre-sales, sales and post-sales training and certifications we have completed
- Engagement — for exceptional engagement with Palo Alto Networks and its customers

Founded in 1988 and headquartered in Herndon, Virginia, Insight brings decades of experience serving the public sector. Our capable team of engineers, technology specialists and services delivery professionals are ready to earn a position as your trusted advisor. Insight is focused on the needs of federal, state, and local governments, as well as educational institutions. With an industry-leading selection of IT products and services for our wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of their IT lifecycle. As a Fortune 500-ranked solutions integrator with 13,000+ teammates, Insight helps organizations accelerate their digital journey to modernize their business and maximize the value of technology. We enable secure, end-to-end transformation and meet the needs of our clients through a comprehensive portfolio of solutions, far-reaching partnerships and 35 years of broad IT expertise.

Thank you for your time and consideration. We welcome the opportunity to discuss our RFP response with City of Edinburg. Please contact your Client Executive, Darak Weaver, via email at darak.weaver@insight.com or by telephone at 480.687.6470 to review any of the information in our proposal.

Sincerely,

Lisanne Steinheiser, CCEP
Global Compliance Officer and Assistant Secretary
Insight Public Sector, Inc.

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Validity Statement

Insight Public Sector's Proposal is valid for 90 days from the date of submission stated on the Cover Page, with optional extensions granted upon mutual agreement between Insight and the City of Edinburg.

The pricing methodology referenced in this proposal only applies to the products or services included or contemplated in the solicitation. Any additions of products or services that are different from such included products or services must be agreed upon in writing by the parties prior to being subject to the included pricing methodology.

Tariff and Supply Chain Constraints

In recent years, the United States government has imposed tariffs on technology-based products that have affected manufacturers, who have, in turn, passed these mandated cost increases on to partners such as Insight. Additionally, supply constraints tied to production loss, component shortages, and logistical pressures driven by the pandemic have resulted in price increases that have been passed down by suppliers and manufacturers to Insight.

The situation is fluid and manufacturers/suppliers are providing frequent cost updates, in some instances, multiple times per day. Insight is working directly with our manufacturer/supplier partners to ease the impact and will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs and supply chain constraints may require a requote prior to finalizing any subsequent award or purchase order.

High-level Scope of Work and Plan

Objectives

Insight will meet the following Services objectives:

- Implement new Palo Alto Security Appliance for Customer

Scope and Approach

Insight will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline, and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned, and future opportunities for recommendation

Implement

- Mount and configure equipment, including:
    1. 1 – Palo Alto 3410 Security Appliance
        - Register and Activate PAN3410 including subscriptions.
        - Configure with Day 1 configuration and verify traffic flow
        - Monitor and tune as necessary
- Install new infrastructure in parallel with existing infrastructure (if applicable)
- Execute implementation/cutover plan
- Execute implementation test plan and document results
- Finalize operational turnover documentation

Deliverables

Insight will provide the following deliverables:

Project Management

- Status reports
- Project workplan

Pricing Proposal

Insight's pricing proposal follows on the next page and has been uploaded into the "6 Pricing Proposal" section of the City's OpenGov Procurement site.

Insight Public Sector
6820 South Harl Avenue
Tempe, AZ 85283

Sales Rep : Darak Weaver
Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
Phone: 800-688-8695 Ext. 6829

pleshette.gales@insight.com

Department of Information Resources

Sales Quote# and Date: **112123COE**

Buyer: **City of Edinburg**
Name: **Danny Vera**
Phone:
Email:

DIR-CPO-4877

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
	Palo Alto 3410					
3 year						
PAN-PA-3410	Palo Alto Networks PA-3410 with redundant AC power supplies			$14,853.69	1	$14,853.69
PAN-PA-3410-ATP-3YR	Advanced Threat Prevention subscription 3-year term, PA-3410			$13,133.78	1	$13,133.78
PAN-SVC-PREM-3410-3YR	Premium support 3-year term, PA-3410			$14,298.62	1	$14,298.62
	Installation/configuration					$11,890.00

Sales Quote is valid for 90 days

TOTAL $ 54,176.09

Proprietary and Confidential. For use only by addressee.

References

Client Name	Brownsville ISD
Contact Name	Robert Fisher
Contact Email	bass@bisd.us
Contact Phone #	956.548.8241
Scope	Installation and configuration of Palo Alto firewalls across the core and 2 DR sites. Customer also utilizes Palo Alto Cortex for core devices and the Unit 42 subscription.

Client Name	Hidalgo County
Contact Name	Daniel Salinas
Contact Email	daniel.salinas@co.hidalgo.tx.us
Contact Phone #	956.292.7010
Scope	Installation and configuration of Palo Alto firewalls across the core and Adult Probation.

Client Name	Cameron County
Contact Name	Juan Saldana
Contact Email	juan.saldana@co.cameron.tx.us
Contact Phone #	956.550.1332
Scope	Installation and configuration of Palo Alto firewalls across the core and DR site. Customer also utilizes Palo Alto Cortex for core devices and the Unit 42 subscription.

Company Profile and Qualifications

Insight Overview

Founded in 1988 and headquartered in Herndon, Virginia, Insight Public Sector, Inc. (Insight) brings decades of experience serving the public sector. Our capable team of engineers, technology specialists and services delivery professionals will continue to earn a position as your trusted IT advisor. Insight is focused on the needs of federal, state and local governments, as well as educational institutions.

With an industry-leading selection of IT products and services for our wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of their IT lifecycle. We enable secure, end-to-end transformation and meet the needs of our clients through a comprehensive portfolio of solutions, far-reaching original equipment manufacturer partnerships and a broad IT expertise that spans 35 years.

City of Edinburg Experience

Insight has been working with the City of Edinburg for more than 10 years, utilizing our local resources in the Rio Grande Valley region.

Throughout the over two decades of local experience, Insight has designed, planned and deployed high level networks for a large number of public sector customers across the Rio Grande Valley.

Our key personnel assigned to the City of Edinburg are the following. Each member of this team has worked closely with the City for many years:

- Darak Weaver, Account Manager
- Javier Castilleja, Certified Project Manager assigned to planning and timelines
- Eloy Chio, Cisco CCIE, Palo Alto Certified, Senior Engineer assigned to deployments
- Terry Hartman, Cisco, Palo Alto, and Aruba Certified, Pre-Sales Engineer assigned to design

Insight's Palo Alto Partnership

Insight is a Diamond Innovator partner level with Palo Alto Networks (PANW). We are designated as an Authorized Support Center (ASC) and a Certified Professional Services Provider (CPSP).

Insight also has earned partner awards from Palo Alto Networks, including partner of the year, which indicates that Insight has excelled in areas including the following:

Performance — for the number of clients to which we have successfully provided Palo Alto product and services.



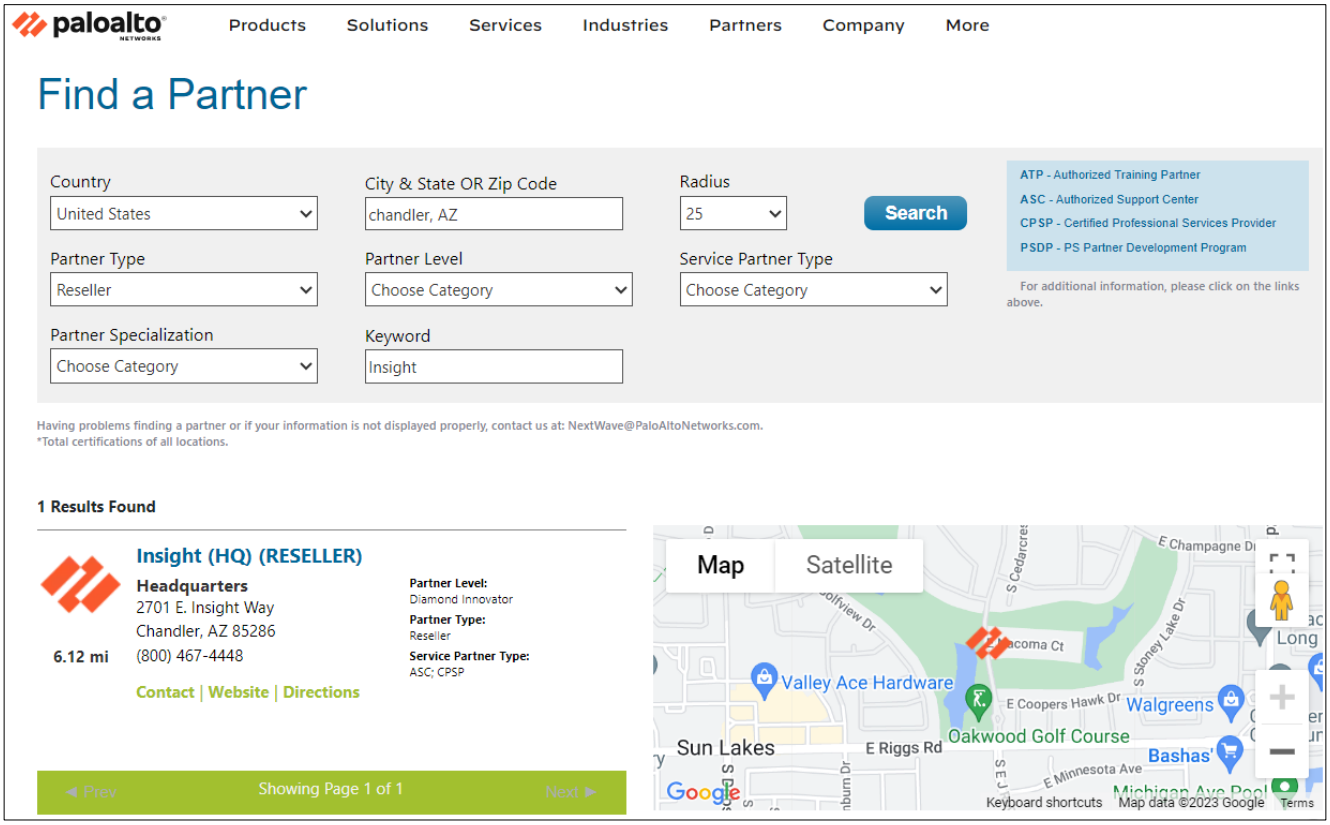
Enablement — for the number of Palo Alto Networks technical, pre-sales, sales and post-sales training and certifications we have completed.

Engagement — for exceptional engagement with Palo Alto Networks and its customers.

Insight delivers clients top-tier professional network services with

- 100+ overall PANW certifications
- 20+ certified network security engineers
- Dedicated PANW National Team supporting Insight
- Dedicated Insight practice development manager and delivery manager for PANW

The following images show our partner account on Palo Alto's website and our Palo Alto letter of certification.



August 22, 2023

To Whom It May Concern:

On behalf of the Global NextWave Partner Programs team at Palo Alto Networks, this is to inform you of the partnership between Palo Alto Networks, Inc. and:

Insight
Tempe, Arizona
United States of America

At the time of this communication, Insight is classified as a **Diamond Innovator** level partner in the Palo Alto Networks NextWave Partner Program and is in good standing.

Thank you,



Tom Evans
VP, Worldwide Channel Sales
Palo Alto Networks

List of Exceptions

Exception for City of City of Edinburg
RFP #2024-005
PURCHASE OF A PALO ALTO NG FIREWALL

Insight requests that the following exception be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the project.

PAGE #	SECTION #/TITLE	IDENTIFIED EXCEPTION	PROPOSED LANGUAGE
AGREEMENT DOCUMENT			
10	Section XI: Limitation of Liability	Such limitation should be mutual.	Amend Section XI: Limitation of Liability as follows: A. ~~Vendor~~ Each party agrees to limit the ~~City~~ other Party's liability arising from ~~City's~~ their acts, errors, or omissions such that the total liability of ~~City~~ the indemnifying party shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. ~~Vendor agrees that City~~ Neither party will ~~not~~ be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, ~~Vendor~~ either Party's performance ~~of Services~~ under this agreement, or of any other obligations relating to this Agreement, even if ~~City~~ the indemnified Party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of ~~City's~~ liability, regardless of the cause of action under which such damages are sought.

Conclusion

For more than 10 years, Insight Public Sector, Inc. has successfully helped the City of Edinburg complete similar infrastructure projects as well as other IT service projects and product procurement. We have a local presence with our office at 2712 N. McColl Road, McAllen, TX 78501 and a dedicated sales team who understands the City's IT environment.

Appendix

IPS Signature Authority – IPS Corporate Resolution

DocuSign Envelope ID: 8F247AE4-28AE-481B-8F5A-FC77A475EFCD

INSIGHT PUBLIC SECTOR, INC.

an Illinois corporation

Consent in Lieu of Special Meeting of the Board of Directors

Pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983

The undersigned, being all of the directors of **INSIGHT PUBLIC SECTOR, INC.,** an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, do hereby consent to the adoption of, and do hereby adopt, the following resolutions, effective as of January 1, 2023, and declare them to be in full force and effect as if adopted at a regular scheduled meeting of the Board of Directors of the Corporation:

RESOLVED that the following persons are hereby elected to the following offices of the Corporation with such powers and duties as provided in the Articles of Incorporation and Bylaws of the Corporation, until the next annual meeting of the Board of Directors or until his or her successor(s) are duly qualified and elected:

Officer	Title
Scott Friedlander	President
Virginia Adams	Treasurer
Sharon Ennis	Secretary
Lisanne Steinheiser	Global Compliance Officer

RESOLVED that all business transacted by the Corporation, and all acts of the directors and officers of the Corporation with regard to the transaction of such business by the Corporation since the organization of the Corporation, are hereby ratified, approved, and confirmed.

This consent shall have the same force and effect as the unanimous vote of all the directors of the Corporation at a meeting duly called, convened, and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

In witness whereof, the undersigned have executed this written consent effective as of January 1, 2023.

DIRECTORS

DocuSigned by:
7ED39229A7B4451...
Scott Friedlander

DocuSigned by:
Sharon Ennis
42AE20D634134C2...
Sharon Ennis

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND INSIGHT PUBLIC SECTOR, INC. FOR PURCHASE AND INSTALLATION OF A PALO ALTO FIREWALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/18/2023

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
MARSH USA LLC.
2325 E. Camelback Road
Suite 600
Phoenix, AZ 85016
Attn: Phoenix.CertRequest@marsh.com
CN101234622-STND-GAUW-23-24

CONTACT NAME: Kenneth Chau
PHONE (A/C, No, Ext): 213-346-5000 **FAX (A/C, No):** 213-346-5935
E-MAIL ADDRESS: Phoenix.CertRequest@Marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : N/A	N/A
INSURER C : Sentry Insurance Company	24988
INSURER D : Sentry Casualty Company	28460
INSURER E :	
INSURER F :	

INSURED
Insight Enterprises, Inc
2701 E. Insight Way
Chandler, AZ 85286

COVERAGES **CERTIFICATE NUMBER:** LOS-002371134-18 **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	
A	X **COMMERCIAL GENERAL LIABILITY**			3606-77-62	04/15/2023	04/15/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**			7362-08-62	04/15/2023	04/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR						EACH OCCURRENCE	$
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			90-05749 (AOS)	04/15/2023	04/15/2024	X PER STATUTE [ ] OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A		90-05749-002 (MA,WI,HI)	04/15/2023	04/15/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
City of Edinburg, Texas is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
Attn: Ms. Lorena Fuentes
415 W. University Drive
Edinburg, TX 78541

CANCELLATION

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

Marsh USA LLC

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EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND INSIGHT PUBLIC SECTOR, INC. FOR PURCHASE AND INSTALLATION OF A PALO ALTO FIREWALL

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

   As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

EXHIBIT "D" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND INSIGHT PUBLIC SECTOR, INC. FOR PURCHASE AND INSTALLATION OF A PALO ALTO FIREWALL

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.B.
Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Supply Corporation to Provide Fire Protection services to City Place at Chapin Subdivision and Las Magnolias Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for two subdivisions listed below. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

The two subdivisions are in North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and are located inside city limits.

1. City Place at Chapin Subdivision
2. Las Magnolias Subdivision

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to provide fire protection services to City Place at Chapin Subdivision and Las Magnolias Subdivision.

Reviewed by:
Gerardo Carmona, Director of Utilities

Prepared by:
Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Attachment A: City Place at Chapin Subdivision
B. Attachment B: Las Magnolias Subdivision

CITY PLACE AT CHAPIN SUBDIVISION

This agreement is between North Alamo Water Supply Corporation and the City of Edinburg to provide fire protection services for City Place at Chapin Subdivision.

This will involve the installation of 7 fire hydrants, and appurtenances to provide fire protection. City Place at Chapin Subdivision is located inside city limits and is located approximately 0.10 miles west of M Road on Chapin Road.

LOCATION MAP

N
W E
S
N.T.S.

E SOÑADOR DR S
E CHAPIN RD
N JASMAN RD
N FRONTAGE RD
N ACCESS RD
N I-69C
N M RD
E SCHUNIOR ST
E RICHARDSON RD
EXIT RAMP
N 24TH AVE
N 25TH AVE
E LOVETT ST
ACCESS RAMP
OCOTILLO AVE
GRANJENO AVE
YUCCA AVE
VERBENA AVE

Legend:
- COE CITY LIMITS
- BOUNDARY

CITY PLACE AT CHAPIN SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** DECEMBER 06, 2023

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

November 29, 2023

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, City Place at Chapin, LLC - City Place at Chapin Subdivision

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for the City Place at Chapin Subdivision for signature on behalf of the City of Edinburg (***"City"***) along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures





c:. ./KarensFiles/NAWSC/Edinburg/CityPlaceatChapinSubdWAA/City ltr1/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1099014

Date Filed:
11/29/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NAWSCWAA098
Waterline Access Agreement - City Place at Chapin Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
City Place at Chapin, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, and my date of birth is 12/11/1956.

My address is 420 South Doolittle Road (street), Edinburg (city), TX (state), 78542 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 29th day of November (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**EDINBURG**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

WHEREAS, North Alamo Water Supply Corporation ("**NAWSC**") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, City Place at Chapin, LLC ("**Owner**") are constructing a subdivision on the property described in **Exhibit "A",** City Place at Chapin Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Omar Ochoa, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of ____ _____ 20_____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

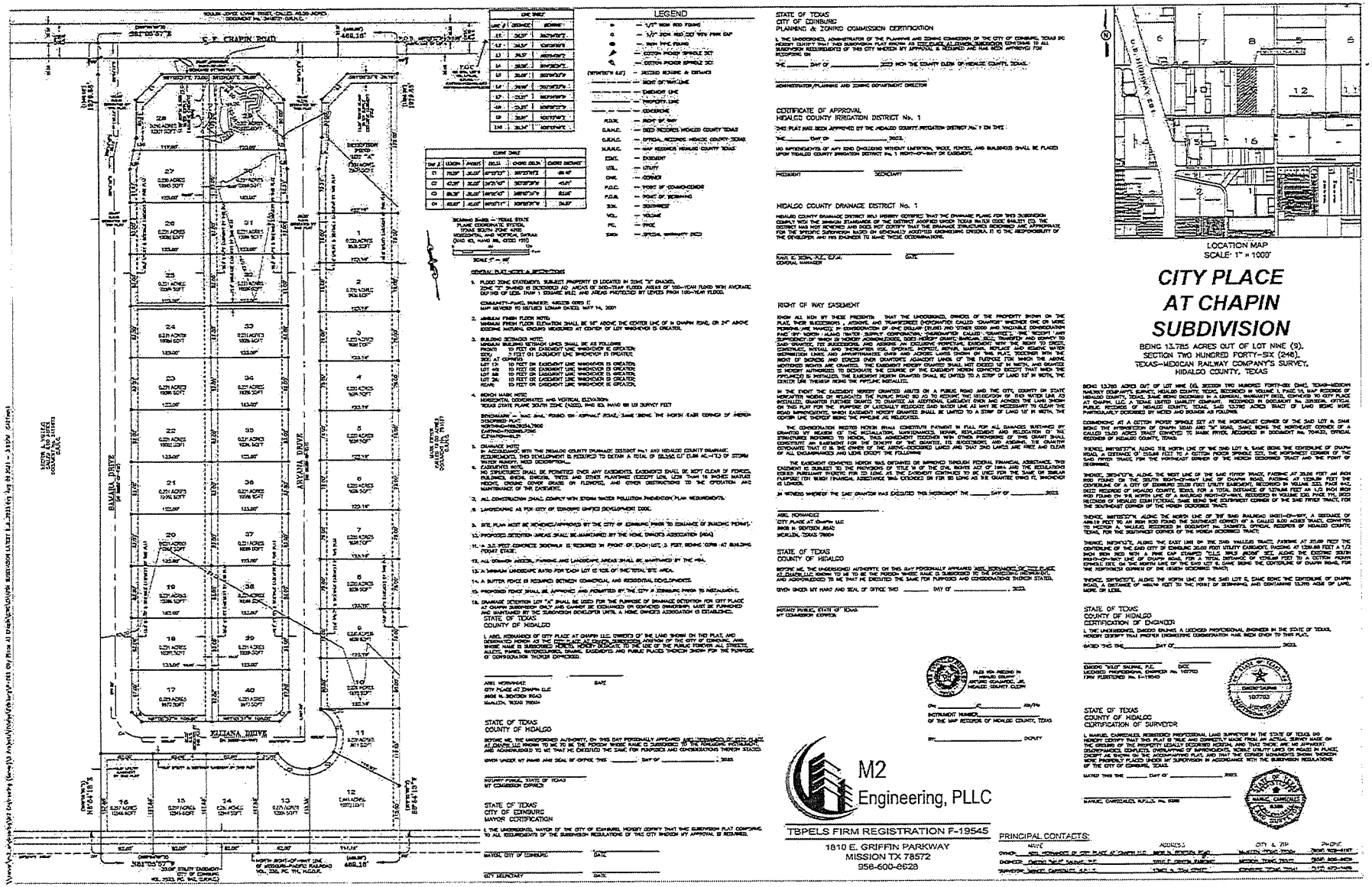
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ _____, 20_____.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

A 13.785 Acre Tract of Land out of Lot Nine (9), Section Two Hundred Forty-Six (246), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, as recorded in Volume 1, Page 16, Map Records of Hidalgo County, Texas.



CITY PLACE AT CHAPIN SUBDIVISION

BEING 13.785 ACRES OUT OF LOT NINE (9), SECTION TWO HUNDRED FORTY-SIX (246), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS

LOCATION MAP
SCALE: 1" = 1000'

LEGEND

STATE OF TEXAS
CITY OF EDINBURG
PLANNING & ZONING COMMISSION CERTIFICATION

CERTIFICATE OF APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT No. 1

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RIGHT OF WAY EASEMENT

STATE OF TEXAS
COUNTY OF HIDALGO

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF SURVEYOR

M2 Engineering, PLLC
TBPELS FIRM REGISTRATION F-19545
1810 E. GRIFFIN PARKWAY
MISSION TX 78572
956-600-8628

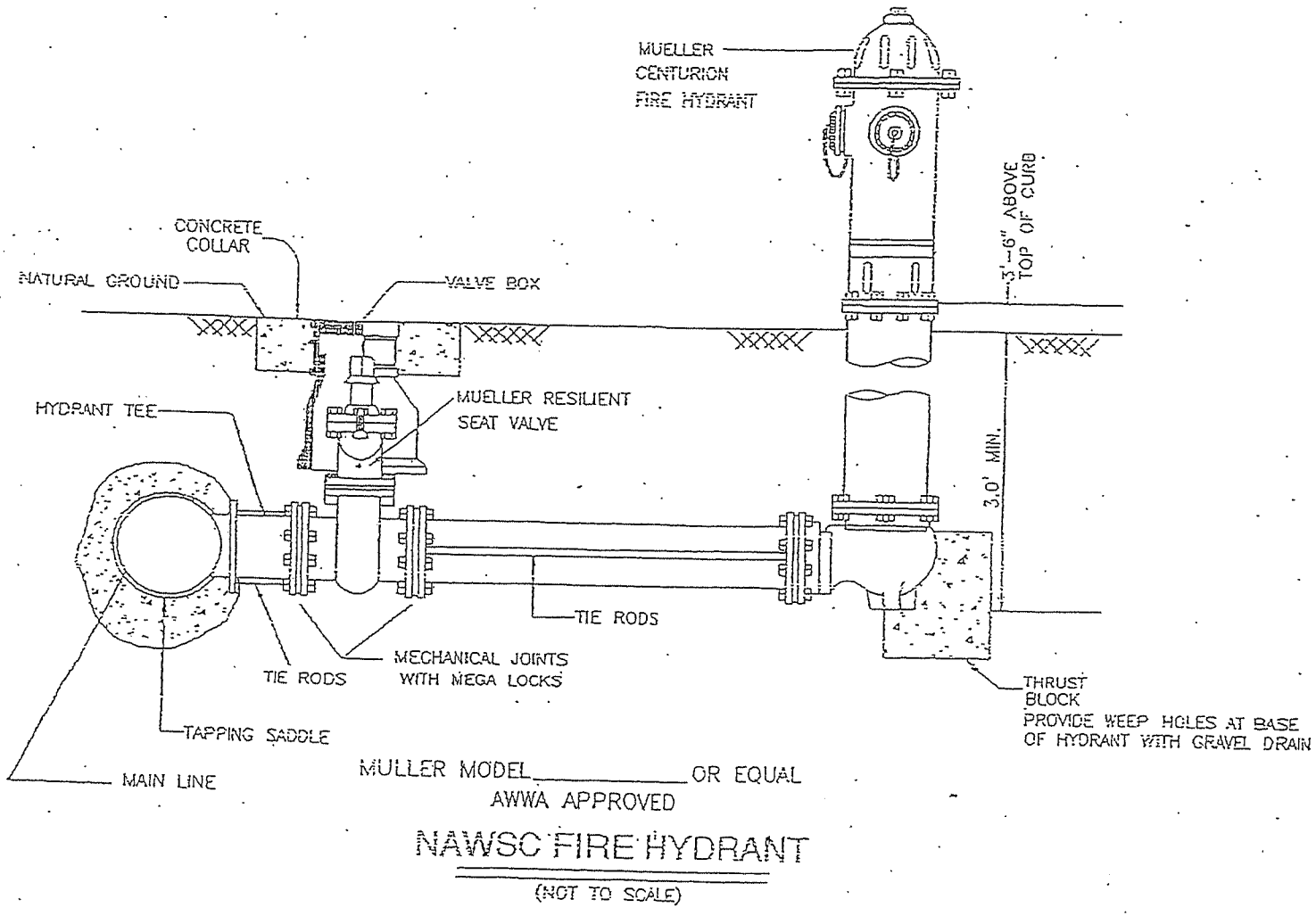
PRINCIPAL CONTACTS:

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

WATER DISTRIBUTION SYSTEM
CITY PLACE AT CHAPIN SUBDIVISION
EDINBURG, TEXAS
M2
engineering, PLLC
1810 E GRIFFIN PARKWAY
MISSION TX 78572
956.600.8638
www.m2engineers.com
FIRM REGISTRATION # F-10345
3 OF 20
LEGEND
BUILDABLE AREA DETAIL
ARIANA DRIVE DETAIL



MULLER MODEL_____OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

LAS MAGNOLIAS SUBDIVISION

This agreement is between North Alamo Water Supply Corporation and the City of Edinburg to provide fire protection services for Las Magnolias Subdivision.

This will involve the installation of 5 fire hydrants, and appurtenances to provide fire protection. Las Magnolias Subdivision is located inside city limits and is located approximately 0.13 miles north of Trenton Road on Veterans Blvd.

LOCATION MAP

N
W E
S
N.T.S.

E WISCONSIN RD
S I-69C
ACCESS RAMP
S FRONTAGE RD
BIG HORN DR
E MAXIMUM DR
S ELEVATION DR
S VETERANS BLVD
LEANN RIMES ST
E SANTA ROSA ST
AMAPOLA ST
PRIMAVERA ST
MARGARITA ST
E TRENTON RD
CRISTOBAL DR
WAYNE DR
MADERO DR
FRANCES ST
LETICIA ST

Legend:
COE CITY LIMITS
BOUNDARY

LAS MAGNOLIAS SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** DECEMBER 06, 2023

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Richard W. Fryer,
J.D., P.E., LEED AP

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

November 28, 2023

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, Chapa Group, Ltd. - Las Magnolias Subdivision

Dear Ms. Ayala:

Enclosed please find four (4) original Waterline Access Agreements (*"Agreement"*) for the Las Magnolias Subdivision for signature on behalf of the City of Edinburg (*"City"*) along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG RECEIVED DEC 04 2023 UTILITIES DEPARTMENT

CITY OF EDINBURG RECEIVED DEC 04 2023 CITY MANAGER'S OFFICE

c:. ./KarensFiles/NAWSC/Edinburg/LasMagnoliasSubdWAA/City ltr1/RWF/kb

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1098383

Date Filed:
11/28/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
NAWSCWAA097
Waterline Access Agreement -Las Magnolias Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Chapa Group, Ltd.	Edinburg, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, and my date of birth is 12/11/1956.

My address is 420 South Doolittle Road (street), Edinburg (city), TX (state), 78542 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 28th day of November (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**EDINBURG**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

WHEREAS, North Alamo Water Supply Corporation ("**NAWSC**") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Chapa Group, Ltd. ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A",** Las Magnolias Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** (**"Fire Hydrants"**). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Omar Ochoa, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of ____ _____ 20_____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

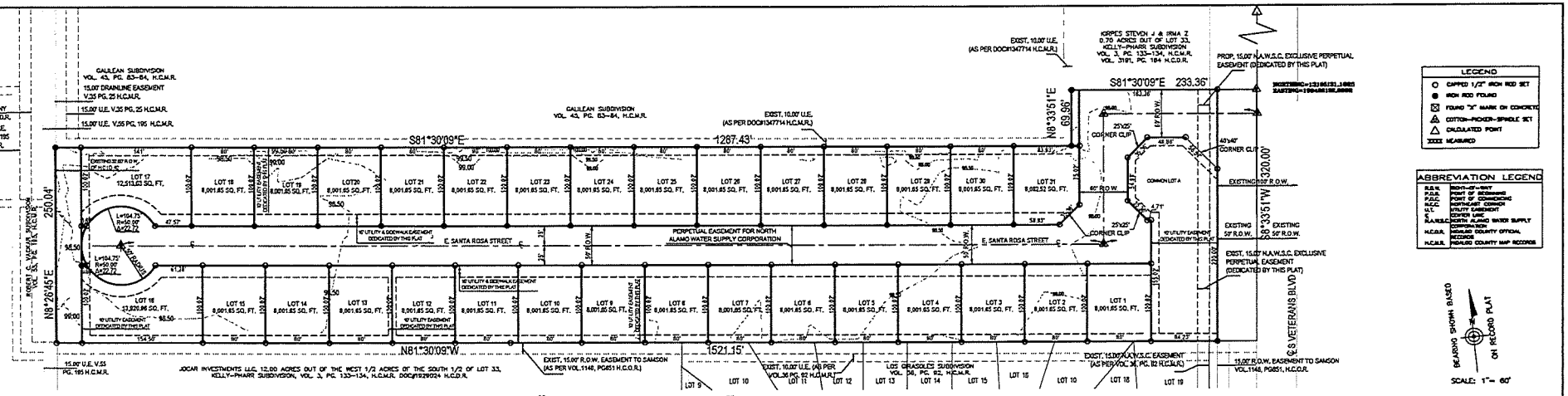
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ _____, 20_____.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

9.11 Acres out of Lot 33, KELLY-PHARR SUBDIVISION of Porciones 69 and 70, Hidalgo County, Texas, as per Map or Plat thereof recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas.



LEGEND

- CAPPED 1/2" IRON ROD SET
- IRON ROD FOUND
- FOUND "X" MARK ON CONCRETE
- COTTON-PICKER-SPINDLE SET
- CALCULATED POINT
- XXXX MEASURED

ABBREVIATION LEGEND

B.S.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
N.E.C.	NORTHEAST CORNER
U.E.	UTILITY EASEMENT
C.L.	CENTER LINE
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS

BEARING SHOWN BASED ON RECORD PLAT

SCALE: 1" = 60'

PLAT OF "LAS MAGNOLIAS" SUBDIVISION (PRIVATE)

EDINBURG, TEXAS

NOTES AND BOUNDS:

BEING 6.11 ACRES OUT OF LOT 33, KELLY-PHARR SUBDIVISION OF PORCIONES 68 & 70, HIDALGO COUNTY TEXAS, AS PER MAP OR PLAT THEREOF, RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 6.11 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE SET, AT THE NORTHEAST CORNER OF THE SAID LOT 33, AND SAME BEING A POINT WITHIN THE EXISTING CENTERLINE OF 1 ROAD;

THENCE S 8° 33' 51" W ALONG THE EAST LINE OF THE SAID LOT 33, SAME BEING ALONG THE CENTERLINE OF 1 ROAD, A DISTANCE OF 345.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE S 8° 33' 51" W CONTINUING ALONG THE EAST LINE OF THE SAID LOT 33, SAME BEING ALONG THE CENTERLINE OF 1 ROAD, A DISTANCE OF 329.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81° 30' 09" W ACROSS THE SAID LOT 33, SAME BEING THE NORTH LINE OF A CALLED LOS DRASCOLES SUBDIVISION RECORDED IN VOL.36, PAGE 62, HIDALGO COUNTY MAP RECORDS, TO A POINT ON THE EAST LINE OF A CALLED ROBERT C. MCNAIR SUBDIVISION RECORDED IN VOLUME 55, PG. 116 HIDALGO COUNTY MAP RECORDS, PASSING AT 83.00 FEET A 1/2-INCH IRON ROD FOUND ON THE EXISTING WEST RIGHT-OF-WAY OF 1 ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1321.15 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8° 20' 45" E ALONG THE WEST LINE OF THE SAID LOT 33, SAME BEING ALONG THE EAST LINE OF THE SAID ROBERT C. MCNAIR SUBDIVISION, TO A POINT ON THE SOUTH LINE OF A CALLED GALILEAN SUBDIVISION RECORDED IN VOLUME 43, PG. 83-84 HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 250.04 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81° 30' 09" E ACROSS THE SAID LOT 33, SAME BEING ALONG THE SOUTH LINE OF THE SAID GALILEAN SUBDIVISION, A DISTANCE OF 1287.15 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 8° 33' 51" E ACROSS THE SAID LOT 33, SAME BEING ALONG THE SOUTH LINE OF THE SAID GALILEAN SUBDIVISION, A DISTANCE OF 69.36 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 81° 30' 09" E ACROSS THE SAID LOT 33, A DISTANCE OF 66.86 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 6.11 ACRES OF LAND, MORE OR LESS, OUT OF WHICH THE EAST 60.00 FEET (0.04 ACRES) LIES WITHIN THE EXISTING RIGHT-OF-WAY OF 1 ROAD.

GENERAL PLAT NOTES:

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT.
2. THIS SUBDIVISION IS IN ZONE "X" (SHADED) OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480338-0035 E REVISION DATED MAY 16TH, 2001
3. MINIMUM BUILDING SETBACK SHALL BE AS FOLLOWS:

   FRONT: 10 FT, OR GREATER FOR EASEMENTS
   REAR: 10 FT, OR GREATER FOR EASEMENTS
   CORNER: 10 FT OR GREATER FOR EASEMENTS
   SIDE: IN ACCORDANCE WITH THE ZONING ORDINANCE OR GREATER FOR EASEMENTS.
4. A TOTAL OF 23,881. ACRE FEET (31,839 CUBIC FEET) OF DETENTION IS REQUIRED FOR THIS SUBDIVISION AND AN ENGINEERED DRAINAGE DETENTION PLAN APPROVED BY THE ENGINEERING DEPARTMENT IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.
6. ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 99-30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
7. 6 FT OPAQUE BUFFER REQUIRED FROM ADJACENT/RESTRICTED MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES AND ALONG E. JACKSON ROAD AND E. CHAMPIONSHIP DRIVE, AN 8 FT MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
8. BENCH MARK= U.S.E. U.S. 281 – 38 13.0.0.T. ALUMINUM DISK TOP OF DISK ELEVATION= 98.38, LOCATED 74 FEET WEST OF "Y" POST AND IN THE EAST FRONTAGE ROAD OF U.S. 281
   NORTHING=16608.36 EASTING=324.26
9. ALL BUFFERS MUST BE ON PRIVATE PROPERTY AND MAINTAINED BY THE LOT OWNERS ADJACENT TO BUFFER/FENCE.
10. DRAINAGE DETENTION LOT "A" SHALL BE USED FOR THE PURPOSES OF DRAINAGE DETENTION FOR LAS MAGNOLIAS SUBDIVISION ONLY AND CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP, MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNER'S ASSOCIATION IS ESTABLISHED.
11. AS PER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAS MAGNOLIAS SUBDIVISION, RECORDED AS DOCUMENT # _____ HIDALGO COUNTY, DEED RECORDS, DEVELOPER/HOMEOWNER ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF MCALLEN SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS AS PER SECTION 134-168 OF THE CODE OF ORDINANCE OF THE CITY OF MCALLEN INCLUDING BUT NOT LIMITED TO COMMON AREAS AND PRIVATE STREETS. ANY AMENDMENT TO DECLARATIONS THAT CONFLICT WITH THE REQUIREMENTS OF SECTION 134-168 SHALL BE NULL AND VOID.
12. 5 FT WIDE SIDEWALK & ADA RAMPS REQUIRED ALONG S VETERAN BLVD DURING SUBDIVISION CONSTRUCTION.
13. SITE PLAN MUST BE APPROVED BY THE PLANNING AND OTHER DEVELOPMENT DEPARTMENTS PRIOR TO BUILDING PERMIT ISSUANCE.
14. SANITARY SEWER SYSTEM BELONGS TO THE CITY OF EDINBURG.
15. A PERPETUAL EASEMENT AT ALL R.O.W. WITHIN SUBDIVISION WILL BE DEDICATED TO NORTH ALAMO WATER SUPPLY CORPORATION.

STATE OF TEXAS
COUNTY OF HIDALG

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE "LAS MAGNOLIAS" SUBDIVISION DO HEREBY GRANT AN ACCESS AND UTILITY EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS ARE RESTRICTED TO THE EMPLOYEES AND AGENTS OF THE CITY OF EDINBURG, TO THE EMPLOYEES OF THE UTILITY OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

_____ _____
OWNER: JOSE CHAPA DATE
CHAPA, BLUE
141 PASEO DEL PRADO
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALG

BEFORE ME, THEUNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20____

NOTARY PUBLIC

HIDALGO COUNTY, TEXAS _____
NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS , ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE, AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20____.

PRINT NAME_____
DEVELOPER/ PRESIDENT /OWNER

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____ DAY OF _____, 20____

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES _____

CERTIFICATION OF THE MAYOR OF THE CITY OF EDINBURG, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF EDINBURG DATE:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHERE IN MY APPROVAL IS REQUIRED

_____ _____
CHAIRMAN, PLANNING AND ZONING COMMISSION, CITY OF EDINBURG DATE:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION NO. 1, ON THIS _____ DAY OF _____, 20____.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HCID#1 RIGHT-OF-WAYS OR EASEMENTS. WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID#1.

_____ _____
PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE, 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
EDDIE C. BORREGO, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, (SURVEYOR), REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MCALLEN, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____

REGISTERED PROFESSIONAL SURVEYOR (SEAL)
MAK GARCIA
REGISTERED PROFESSIONAL PUBLIC SURVEYOR No. 6498
921 SOUTH 10TH AVENUE EDINBURG, TEXAS 78539
(956) 380-5152

No. _____ STATE OF TEXAS.

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

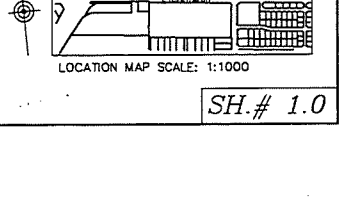
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER (SEAL)
CLORIVIMO HINOJOSA, JR.
CHLH ENGINEERING, LLC
701 S. 15TH STREET, MCALLEN, TX 78501
(TEL)956-687-5560 (CELL)956-222-5423

No. 80538 STATE OF TEXAS.

CHLH
ENGINEERING, LLC
TBPE FIRM No. F-6719
701 S. 15th STREET MCALLEN, TX. 78501
(956) 687-5560 (956) 222-5423 (CELL)

PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER: CHAPA BLUE	JOSE CHAPA	141 PASEO DEL PRADO, EDINBURG, TX 78539	(956) 994-8787
ENGINEER: CHLH ENGINEERING LLC	CLORIVIMO HINOJOSA, JR.	701 S. 15TH STREET, MCALLEN, TX 78501	(956) 222-5423
SURVEYOR/RPLS DELTA ENGINEERING	MAK GARCIA	921 SOUTH 10TH AVENUE EDINBURG, TEXAS 78539	(956) 380-5152



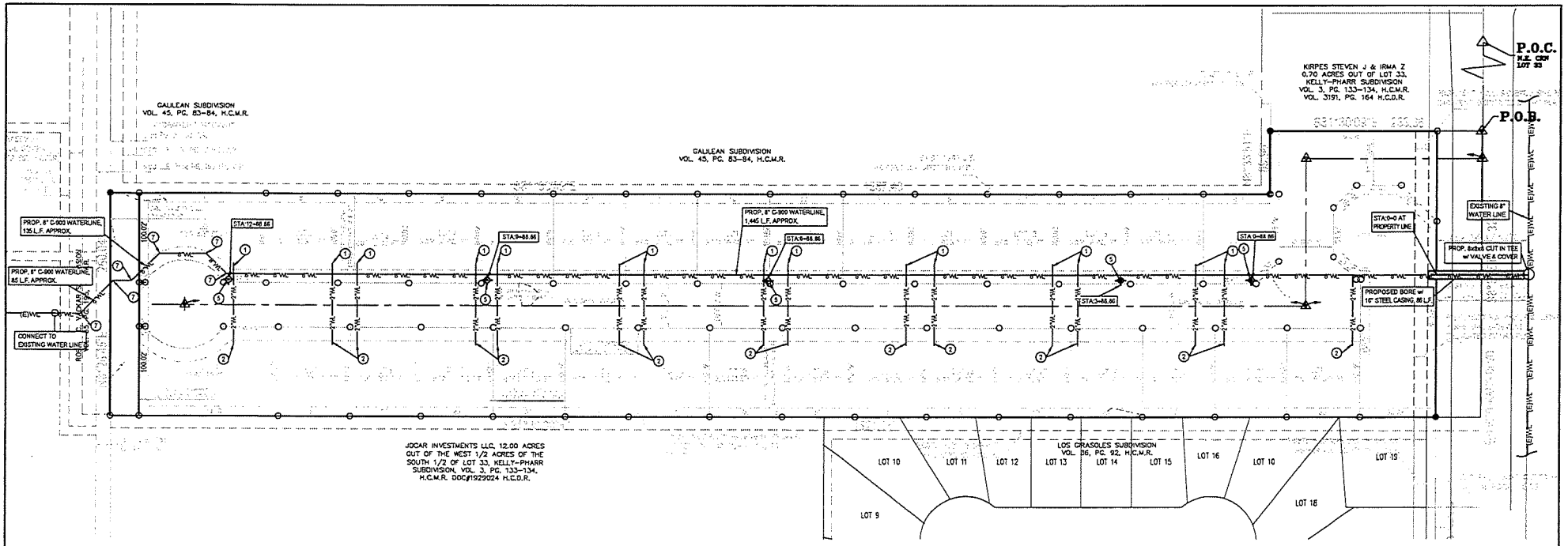
LOCATION MAP SCALE: 1:1000

SH.# 1.0

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



GENERAL NOTES:

1. ALL PROPOSED WATER LINES TO BE C-900 DR-18.
2. ALL FIRE HYDRANTS SHALL BE MUELLER AND TO BE INSTALLED WITH VALVE & BOX & PLACED 3.0' BEHIND THE BACK OF CURB. PROPOSED FIRE HYDRANT SHALL BE SPACED 300 FEET (MAX.). FLANGE ELEV.= FLANGE MUST NOT EXCEED 6" ABOVE TOP OF CURB
3. CONTRACTOR SHALL MAINTAIN A 9.0 FOOT MIN. HORIZONTAL SEPARATION BETWEEN PROPOSED WATER LINES & SANITARY SEWER LINES.
4. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
5. REFER TO SUBDIVISION PLAT FOR LOT DIMENSIONS.
6. ALL WATER AND SEWER LINES AND SERVICES UNDER PAVEMENT SHALL REQUIRE COMPACTING TESTS. ALL UTILITIES SHALL BE COMPACTED TO A MINIMUM 95% PROCTOR. ALL TESTING RESULTS SHALL BE SUBMITTED TO THE CITY OF EDINBURG AND THE PROJECT ENGINEER FOR REVIEW AND ACCEPTANCE.
7. CONCRETE COLLARS FOR MANHOLES WITHIN STREET SHALL BE SQUARE.
8. ALL WATER LINES (NAWSC CCN) UNDERNEATH STREETS ARE TO HAVE A MIN. 3 FT OF COVER
9. FIRE HYDRANT FLANGE NOT TO EXCEED 6 INCHES ABOVE TOP OF CURB

LEGEND:	
(1)	PROPOSED 2" SERVICE WATERLINE (SHORT SERVICE)
(2)	PROPOSED 2" SERVICE WATERLINE (LONG SERVICE)
(5)	PROPOSED FIRE HYDRANT w/ VALVE & COVER
(6)	PROPOSED 90° ELBOW
(7)	PROPOSED 45° ELBOW
8"WL	8" C-900 WATERLINE
	FIRE HYDRANT

LEGEND:	
PROP.	PROPOSED
L.F.	LINEAR FEET
STA	STATION
TP	TOP
INV.	INVERSE
Ø	DIAMETER
APPROX.	APPROXIMATELY

UTILITIES PLAN FOR "LAS MAGNOLIAS" SUBDIVISION

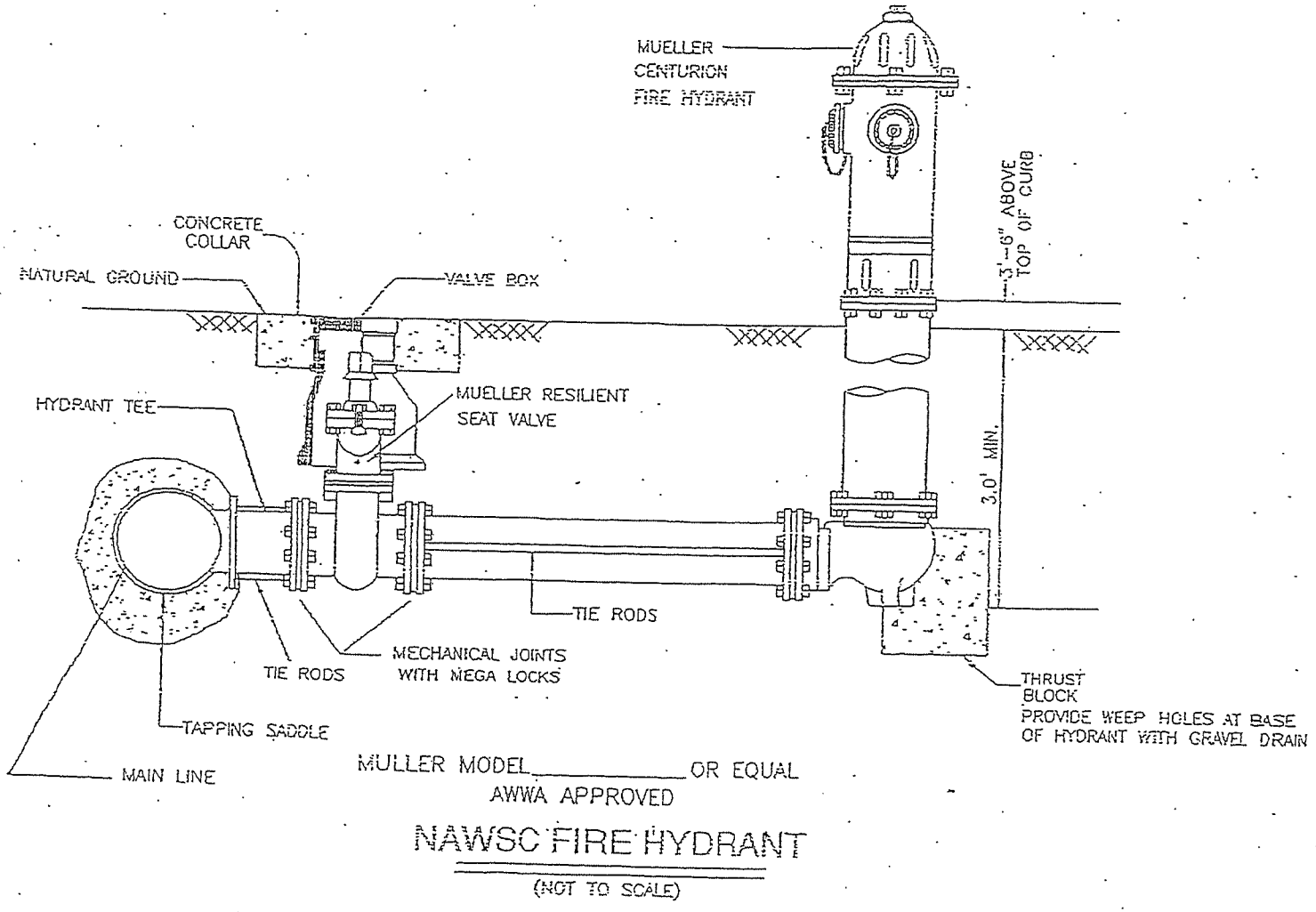
EDINBURG, TEXAS

BEARING SHOWN BASED ON RECORD PLAT

SCALE: 1"= 50'

CHLH
ENGINEERING, LLC
TBPE FIRM No. F-8719
701 S. 15th STREET McALLEN, TX. 78501
(956) 687-5560 (956) 687-5561 FAX

SH.# 2.0



MULLER MODEL_____OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.C.
Interlocal Amendment with City of McAllen for the Jackson Hike and Bike Trail - Phase II

1. **Agenda Item:**
Consider Amendment to Interlocal Agreement with the City of McAllen for Jackson Hike and Bike Phase 2 and Authorize the City Manager to Execute any Related Documents Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The City of Edinburg and the City of McAllen collaborated to seek funding from the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) for the Jackson Hike and Bike Trail Phase II Project. This initiative aims to link the City of Edinburg's Jackson Train with the City of McAllen's 2nd Street Trail. The project, spearheaded by the City of McAllen, has undergone all the design processes and bidding.

On September 17, 2019, the Edinburg City Council approved an interlocal agreement with the City of McAllen for the Jackson Hike and Bike Trail Phase II project. With this agreement, the overall project was estimated and established at $1,189,163.77. Edinburg contributed $415,044.17, McAllen contributed $373,887.60, and RGVMPO allocated funds in the amount of $400,232.00.

The City of McAllen participated with the cost of professional services for design and contracted with GDJ Engineering in January 2023.

The project went out for bids in September 2023. On October 2023, the City of McAllen received bids for the project, reaching a total of $2,683,776.55, with an additional $67,000.00 designated for construction materials testing. This accumulates to a comprehensive project cost of $2,750,776.55.

The RGVMPO will allot $808,232.00 in grant funding, leaving a residual contribution of $1,188,341.45 from the City of McAllen and $754,203.10 from the City of Edinburg. These contributions are specific to their respective city limits.

The City of Edinburg subsequent amendment is now in the amount of $754,203.10. The original interlocal agreement was in the amount of $415,044.17. The city's remaining portion is now $339,158.93. Funding is available through the Capital Projects Fund 137.

On November 2023, TxDOT provided its concurrence letter to the City of McAllen to award bid.

3. **Staff's Recommendation:**
Approve Amendment to Interlocal Agreement with the City of McAllen for Jackson Hike and Bike Phase 2 and Authorize the City Manager to Execute any Related Documents Thereto.

Reviewed by: **Prepared by:**

Tomas Reyna, Assistant City Manager

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Amendment No. 1 Jackson Hike and Bike Phase 2
B. Exhibit
C. C-418-19 Interlocal with City of McAllen for Jackson Road Hike & Bike Project Ph II

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NUMBER 1 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG AND CITY OF MCALLEN CONCERNING JACKSON ROAD HIKE & BIKE PROJECT PHASE II

This first Amendment to the Interlocal Cooperation Agreement Between the City of Edinburg ("Edinburg") and City of McAllen ("McAllen") Concerning Jackson Road Hike & Bike Project Phase II (the "Agreement") is entered into by and between McAllen and Edinburg.

WHEREAS, on September 17, 2019, Edinburg and McAllen approved the Agreement for the development and construction of the Jackson Road Hike & Bike Project Phase II; and,

WHEREAS, the original agreement states that McAllen and Edinburg will cooperatively seek to fund the construction and ROW cost of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT; and,

WHEREAS, the total project development cost pursuant to the Agreement was stated as $3,123,775.17 of which Edinburg would contribute $415,044.17; McAllen $373,887.60; and RGVMPO $400,232.00; and,

WHEREAS, all parties desire to amend the Agreement to reflect an additional total cost of $339,158.93, bringing the new total project cost to $2,750,876.55 to reflect the current cost of construction; and,

NOW, THEREFORE, the Agreement Paragraph 3, is hereby amended to be read in its entirety as follows:

3. The project development cost will be $2,750,876.55 of which Edinburg will contribute $754,203.10; McAllen, $1,188,341.45 and RGVMPO, $808,232.00.

All other provisions of the Agreement remain in full force and effect.

This Amendment to the Agreement is signed below by the duly authorized representative of the PARTIES.

EXECUTED by the PARTIES in triplicate originals on this day of , 2023.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager

CITY OF MCALLEN

By: _____
Roel Rodriguez, City Manager

ATTEST:

By:_____
Clarice Y. Balderas, City Secretary

ATTEST:

By:_____
Ascension Alonzo, Finance Director

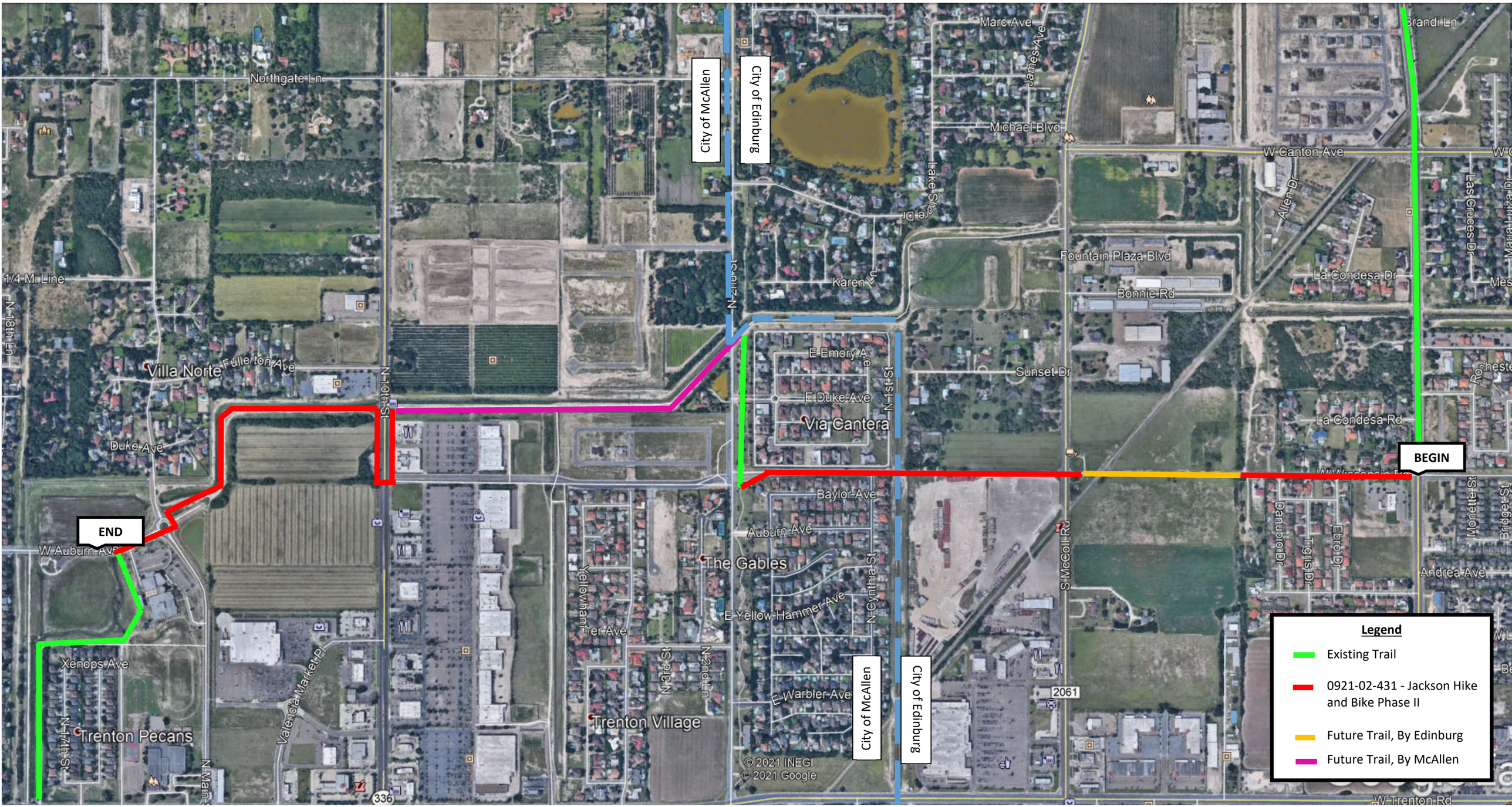
APPROVED AS TO FORM:
The Omar Ochoa Law Firm

By:_____
Omar Ochoa, City Attorney

APPROVED AS TO FORM:

By:_____
Isaac Tawil, City Attorney

Proposed Jackson Hike & Bike Trail- Phase II



THE CITY OF Edinburg

CONTRACT NO.

C-418-19

City Council Approved:

September 17, 2019

To:

Richard M. Hinojosa, Interim City Manager/Dora
Mardoqueo Hinojosa, City Engineer/Rocio
Joe Rios, Interim City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1985 2000 1995

From: Martha Jenkins

Martha Jenkins, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

Interlocal Cooperation Agreement between the City of Edinburg and City of McAllen concerning Jackson Road Hike & Bike Project Phase II.

01-08-20 Omar, please approve.
01-08-20 Joe, please have Mayor sign originals and return to me for further processing.
01-10- 20 Joe, please attest and return all originals to me for further processing.
01-20-20 Queo/Rocio, please forward to City of McAllen for signatures and return all originals to me for further processing.
01-28-20 Rocio, for your files. VIA EMAIL ONLY.
01-28-20 Joe, an original for Central Files.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG AND CITY OF MCALLEN CONCERNING JACKSON ROAD HIKE & BIKE PROJECT PHASE II

This agreement is made on the 28th day of October, 2019 by and between the CITY OF EDINBURG, TEXAS, hereinafter referred to as "EDINBURG", and the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, McAllen and Edinburg are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both McAllen and Edinburg are cities created under the laws of Texas;

WHEREAS, McAllen and Edinburg desire to cooperate in constructing a new hike and bike trail from Jackson Road to Bicentennial Blvd.

WHEREAS, McAllen and Edinburg agree it is essential to develop this very important recreational trail, which is in much needed to connect communities for increased safety and leisure

WHEREAS, McAllen will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, McAllen desires to complete the project development, which includes the Environmental Assessment, Public Involvement & Schematic services for this project;

WHEREAS, McAllen and Edinburg will cooperatively seek to fund the construction and ROW cost of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT;

WHEREAS, the total project development cost will be $3,123,775.17 of which Edinburg will contribute $415,044.17; McAllen, $373,887.60 and RGVMPO, $400,232.00

WHEREAS, Edinburg desires to cooperate by contributing a fixed lump sum amount of $415,044.17 to McAllen toward the development of the project;

WHEREAS, Edinburg & McAllen are authorized to enter into this

Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, Edinburg agrees to support the proposition that McAllen assume the role as project sponsor to develop the Environmental Assessment, Public Involvement & Schematic aspects of the Road project within the Edinburg and McAllen's limits.

NOW, THEREFORE, Edinburg & McAllen in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. McAllen agrees to complete the project development, which includes the Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to the project.

2. A portion of the recreational trail will start in the jurisdiction of Edinburg and then connect to McAllen. The trails form a connecting link or integral part of the regional hike and bike system.

3. The project development cost will be $3,123,775.17 of which Edinburg will contribute $415,044.17 and McAllen will contribute $373,887.60.

4. Edinburg agrees to contribute a fixed lump sum amount of $415,044.17 to McAllen toward the development of the project, payable by Edinburg to McAllen. This payment should be lump sum to City of McAllen upon execution of this agreement.

5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

6. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver**: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**: This Agreement contains the entire contract between

the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by McAllen and Edinburg, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg:	City of Edinburg Attention: Richard Molina, Mayor 415 W University Dr. Edinburg, Texas 78539
If to McAllen:	City of McAllen Attention: Jim Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. **Additional Documents**: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

13. **Successors**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14. **Assignment**: This Agreement shall not be assignable.

15, **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

16. **Gender and Number**: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and as often as may be appropriate.

17. **Authority to Execute**: The execution and performance of this Agreement by the McAllen and Edinburg have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities in accordance with its terms.

18. **Governmental Purpose**: Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment or Current Revenues Only**: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271 .903.

20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG

By: _____
Richard Molina, Mayor

ATTEST:

_____
Joe Rios, Interim City Secretary

CITY OF EDINBURG, TEXAS

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

CITY OF McALLEN
McALLEN, TEXAS

APPROVED AS TO FORM:
The Omar Ochoa Law Firm

By: _____
Omar Ochoa
Edinburg City Attorney

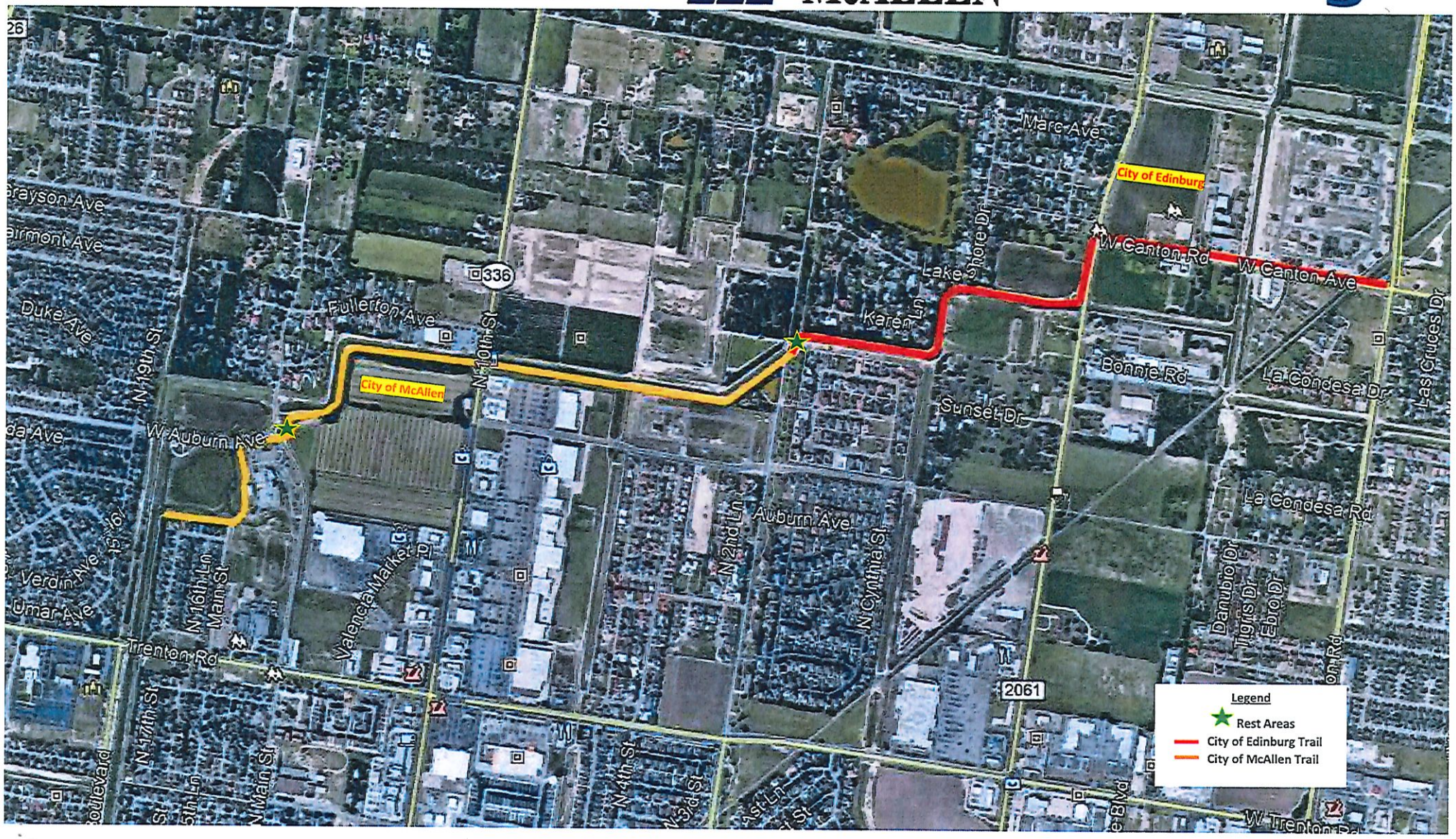
APPROVED AS TO FORM:

By: _____
Kevin D Pagan
McAllen City Attorney

Jackson Road Hike & Bike Ph. II –
Bicentennial Hike & Bike to Jackson Road

CITY OF McALLEN

THE CITY OF Edinburg



CITY OF McALLEN

ENGINEERING DEPARTMENT

TRANSMITTAL

TO:	City of Edinburg
FROM:	Marlen Garza Capital Project Engineer Engineering Dept. (956) 681-1151

DATE:	01/27/2019
RE:	Fully Executed Interlocal Cooperation Agreement between City Edinburg and City McAllen concerning Jackson Road Hike Bike Project Phase II

WE ARE SENDING YOU: ☒ Attached ☐ Under separate cover via

☐ Shop Drawings ☐ Copy of Letter ☐ Invoices ☐ Prints

☐ Change Order ☐ Specifications ☐ Test Reports ☒ Other:

QUANTITY	DESCRIPTION
1	Fully Executed Interlocal Cooperation Agreement between City Edinburg and City McAllen concerning Jackson Road Hike Bike Project Phase II

TRANSMITTED ARE AS CHECKED BELOW:

☐ For Approval ☐ for Correction ☐ Approved ☒ For Your Use

☐ For Payment ☐ As Requested ☐ Please forward

Remarks:

PRINT: _____ **SIGNED:** _____

RECEIVED BY:

_____

DATE & TIME RECEIVED:

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.D.
RFP No. 2024-006 Doolittle Detention Pond

1. **Agenda Item:**
Consider Awarding RFP No. 2024-006, Doolittle Detention Pond to RBM Contractors, LLC for an Amount Not to Exceed $3,324,532.82 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**
Doolittle Detention Pond Project is part of the 2018 General Bond Election. The project involves improving drainage for South Park and the area bounded by S. Veterans Blvd. to the east, E. Park Dr. to the north, S. Closner Blvd. to the west, and E. Freddy Gonzalez Dr. to the south. The Project will provide additional detention volume and increase drainage conveyance capacity within the storm sewer system.

The project is anticipated to be substantially complete within 540 calendar days from Notice to Proceed.

On December 12, 2023, Request for Proposals (RFP) were opened for RFP 2024-006, Doolittle Detention Pond. Four (4) RFP's were received and evaluated. The ranking committee consisted of the Assistant City Manager, City Engineer, City Project Engineer, and Engineer of Record. After reviews and tabulation, staff recommends awarding of the proposal to RBM Contractors, LLC.

Below is the list of contractors who responded to the request for proposals:

1. Gonzalez Engineering & Management, LLC
2. MOR-WIL, LLC
3. RBM Contractors, LLC
4. RG Enterprises

Please note lowest proposal, RBM Contractors, LLC is currently working on the Alberta Road Phase II Project.

Project's proposal is within budget. Funding in the amount of the bid amount is available through the 2019 Bond Series.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2024-006, Doolittle Detention Pond to RBM Contractors, LLC for an Amount Not to Exceed $3,324,532.82 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Mardoqueo Hinojosa, City Engineer

Prepared by:
Alicia Carmona, Engineer III

Ascencion Alonzo, Finance Director
Tomas Reyna, Assistant City Manager

Attachments:

A. Bid Tabulation - Doolittle Detention Pond
B. RG Enterprises Proposal
C. GEM Proposal
D. RBM Contractors Proposal
E. MOR-WIL Proposal
F. Evaluations - Doolittle Detention Pond
G. Agreement - RBM

THE CITY OF Edinburg

RFP 2024-006 Doolittle Detention Pond

Opening Date: Tuesday, December 12, 2023 at 3:00 p.m.

Water Distribution Systems				Gonzalez Engineering & Management, LLC		MOR-WIL, LLC		RBM Contractors, LLC		RG Enterprises	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45° P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$4,000.00	$48,000.00	$1,589.18	$19,070.16	$4,525.75	$54,309.00	$8,873.32	$106,479.84
2	Cut and Repair 8" Waterline (8" repair coupling 4-45° P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$6,000.00	$102,000.00	$2,295.36	$39,021.12	$6,419.75	$109,135.75	$12,109.91	$205,868.47
3	Cut and Repair 16" Waterline (10" repair coupling 4-45° P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$25,000.00	$150,000.00	$8,233.92	$49,403.52	$12,685.95	$76,115.70	$31,666.23	$189,997.38
4	Cut and Repair 10" Waterline (10" repair coupling 4-45° P.V.C. Bends, 10" Waterline DR-18)	3	EA	$20,000.00	$60,000.00	$4,205.53	$12,616.59	$8,950.00	$26,850.00	$15,108.84	$45,326.52
5	Cut and Repair 12" Waterline (12" repair coupling 4-45° P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$8,500.00	$42,500.00	$4,511.34	$22,556.70	$11,001.62	$55,008.10	$18,272.77	$91,363.85
Drainage Improvements											
1	18" R.R.G.C.P.	2220	LF	$68.00	$150,960.00	$70.11	$155,644.20	$54.50	$120,990.00	$72.35	$160,617.00
2	24" R.R.G.C.P.	750	LF	$78.00	$58,500.00	$86.67	$65,002.50	$69.75	$52,312.50	$82.71	$62,032.50
3	30" R.R.G.C.P.	955	LF	$110.00	$105,050.00	$120.35	$114,934.25	$100.95	$96,407.25	$113.51	$108,402.05
4	36" R.R.G.C.P.	1744	LF	$150.00	$261,600.00	$164.81	$287,428.64	$142.95	$249,304.80	$151.91	$264,931.04
5	42" R.R.G.C.P.	766	LF	$205.00	$157,030.00	$229.67	$175,927.22	$185.43	$142,039.38	$185.37	$141,993.42
6	48" R.R.G.C.P.	2780	LF	$240.00	$667,200.00	$268.81	$747,291.80	$215.85	$600,063.00	$228.35	$634,813.00
7	Manhole	45	EA	$5,200.00	$234,000.00	$5,416.86	$243,758.70	$5,995.00	$269,775.00	$7,209.27	$324,417.15
8	Type "A" Inlet	68	EA	$4,500.00	$306,000.00	$3,097.01	$210,596.68	$4,550.63	$309,442.84	$4,787.42	$325,544.56
9	48" Concrete Headwall	2	EA	$40,000.00	$80,000.00	$11,137.50	$22,275.00	$3,500.00	$7,000.00	$4,493.44	$8,986.88
10	Tie Into Exist Type "A" Inlet	3	EA	$8,500.00	$25,500.00	$3,712.50	$11,137.50	$1,998.55	$5,995.65	$1,447.04	$4,341.12
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$3,500.00	$87,500.00	$475.20	$11,880.00	$914.05	$22,851.25	$1,294.72	$32,368.00
12	Backfill & Compaction	9215	LF	$16.00	$147,440.00	$3.71	$34,187.65	$7.95	$73,259.25	$10.66	$98,231.90
13	Trench Protection	9215	LF	$10.00	$92,150.00	$8.06	$74,272.90	$7.31	$67,361.65	$4.19	$38,610.85
14	Traffic Control	1	LS	$125,000.00	$125,000.00	$89,100.00	$89,100.00	$21,985.65	$21,985.65	$214,771.20	$214,771.20
15	Excavate Pond	8600	CY	$7.00	$60,200.00	$2.59	$22,274.00	$3.52	$30,272.00	$2.67	$22,962.00
16	Haul Off Dirt	8600	CY	$8.00	$68,800.00	$6.04	$51,944.00	$4.95	$42,570.00	$5.56	$47,816.00
17	24" Concrete Headwall	3	EA	$15,000.00	$45,000.00	$5,197.50	$15,592.50	$2,595.00	$7,785.00	$2,817.92	$8,453.76
18	36" Concrete Headwall	2	EA	$25,000.00	$50,000.00	$7,425.00	$14,850.00	$3,125.00	$6,250.00	$3,808.00	$7,616.00
19	Existing Stormline (Crush in Place)	2500	LF	$10.00	$25,000.00	$2.97	$7,425.00	$14.09	$35,225.00	$6.70	$16,750.00
20	Remove Canopy with Bench	7	EA	$10,000.00	$70,000.00	$742.50	$5,197.50	$1,217.51	$8,522.57	$190.40	$1,332.80
21	Clean Drain Ditch (Both Sides)	840	LF	$50.00	$42,000.00	$49.50	$41,580.00	$7.04	$5,913.60	$21.32	$17,908.80

22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$25,000.00	$25,000.00	$14,850.00	$14,850.00	$4,575.00	$4,575.00	$7,616.00	$7,616.00
23	End of Road Permanent Barricade	4	EA	$5,000.00	$20,000.00	$7,425.00	$29,700.00	$426.13	$1,704.52	$761.60	$3,046.40
24	Conflict Box Structure on Irrigation Line	8	EA	$20,000.00	$160,000.00	$14,850.00	$118,800.00	$8,995.25	$71,962.00	$12,718.72	$101,749.76
25	Erosion Control Plan	1	LS	$125,000.00	$125,000.00	$89,100.00	$89,100.00	$4,261.29	$4,261.29	$56,358.40	$56,358.40
26	Remove and Dispose Type "A" Inlet	9	EA	$2,000.00	$18,000.00	$495.00	$4,455.00	$914.05	$8,226.45	$418.88	$3,769.92
27	Excavate and Haul off extra Dirt	9800	CY	$15.00	$147,000.00	$8.33	$81,634.00	$7.50	$73,500.00	$6.70	$65,660.00
28	Remove and Dispose Manhole	9	EA	$1,800.00	$16,200.00	$495.00	$4,455.00	$914.05	$8,226.45	$418.88	$3,769.92
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$25,000.00	$125,000.00	$10,404.74	$52,023.70	$9,975.50	$49,877.50	$19,953.92	$99,769.60
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$35,000.00	$140,000.00	$11,269.67	$45,078.68	$10,175.25	$40,701.00	$21,324.80	$85,299.20
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$40,000.00	$80,000.00	$11,485.55	$22,971.10	$10,450.10	$20,900.20	$22,695.68	$45,391.36
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$45,000.00	$90,000.00	$18,499.02	$36,998.04	$11,127.65	$22,255.30	$24,828.16	$49,656.32
Paving Improvements											
1	Cut & Repair Asphalt	10000	SY	$80.00	$800,000.00	$41.13	$411,300.00	$28.95	$289,500.00	$42.60	$426,000.00
2	Curb & Gutter	400	LF	$20.00	$8,000.00	$18.56	$7,424.00	$14.39	$5,756.00	$21.76	$8,704.00
3	Remove & Dispose Concrete Headwall	1	EA	$5,000.00	$5,000.00	$14,850.00	$14,850.00	$1,760.77	$1,760.77	$571.20	$571.20
4	Cut & Repair Handicap Ramp	18	EA	$5,500.00	$99,000.00	$4,950.00	$89,100.00	$2,595.00	$46,710.00	$1,256.64	$22,619.52
5	Cut & Dispose Curb & Gutter	800	LF	$12.00	$9,600.00	$14.85	$11,880.00	$4.40	$3,520.00	$4.19	$3,352.00
6	Cut & Repair Valley Gutter	240	LF	$100.00	$24,000.00	$92.81	$22,274.40	$53.86	$12,926.40	$65.36	$15,686.40
7	Cut & Repair Sidewalk	500	LF	$65.00	$32,500.00	$44.55	$22,275.00	$22.85	$11,425.00	$33.04	$16,520.00
Allowance											
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
			TOTAL	$5,335,730.00		$3,774,137.05		$3,324,532.82		$4,347,476.09	

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-006

Doolittle Detention Pond

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Wednesday, December 20, 2023

RG Enterprises Proposal

CONTACT INFORMATION

Company:

RG Enterprises

Email:
rgarzajr26@yahoo.com

Contact:
Rene Garza

Address:
711 E. Wisconsin Rd
Edinburg, TX 78539

Phone:
N/A

Website:
N/A

Submission Date:
Dec 12, 2023 2:30 PM

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

20231212154811559.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

RG_Ins..pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

RG_Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

RG_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

RG_Litigation_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

RG_HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

RG_SB_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

RG_SB_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

RG_NonCollusion.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

RG_COI.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE EVALUATIONS ARE REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

RG_5.1.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
RG_5.2.pdf

PLEASE UPLOAD RESUMES OF TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY.*
RG_5.3.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

RG_5.4.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

RG_5.5.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD HERE.*

Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

RG_5.6.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EEQUIPMENT AND MATERIAL LIST AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

RG_5.7.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

RG_5.8.pdf

PLEASE FILL OUT AND SIGN THE PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

RG_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

RG_Payment_Bond.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

RG_5.11.pdf

PLEASE FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

RG_5.12.pdf

FILL OUT AND SIGN THE CERTIFICATE REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

RG_5.13.pdf

PRICE TABLES

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$8,873.32	$106,479.84
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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$15,108.84	$45,326.52
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TOTAL					$639,036.06

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
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4	36" R.R.G.C.P.	1,744	LF	$151.91	$264,931.04
5	42" R.R.G.C.P.	766	LF	$185.37	$141,993.42
6	48" R.R.G.C.P.	2,780	LF	$228.35	$634,813.00
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22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$7,616.00	$7,616.00
23	End of Road Permanent Barricade	4	EA	$761.60	$3,046.40
24	Conflict Box Structure on Irrigation Line	8	EA	$12,718.72	$101,749.76
25	Erosion Control Plan	1	LS	$56,358.40	$56,358.40

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26	Remove and Dispose Type "A" Inlet	9	EA	$418.88	$3,769.92
27	Excavate and Haul off extra Dirt	9,800	CY	$6.70	$65,660.00
28	Remove and Dispose Manhole	9	EA	$418.88	$3,769.92
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$19,953.92	$99,769.60
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$21,324.80	$85,299.20
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$22,695.68	$45,391.36
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$24,828.16	$49,656.32
TOTAL					**$3,064,986.91**

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10,000	SY	$42.60	$426,000.00
2	Curb & Gutter	400	LF	$21.76	$8,704.00
3	Remove & Dispose Concrete Headwall	1	EA	$571.20	$571.20

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Cut & Repair Handicap Ramp	18	EA	$1,256.64	$22,619.52
5	Cut & Dispose Curb & Gutter	800	LF	$4.19	$3,352.00
6	Cut & Repair Valley Gutter	240	LF	$65.36	$15,686.40
7	Cut & Repair Sidewalk	500	LF	$33.04	$16,520.00
TOTAL					**$493,453.12**

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					**$150,000.00**

BID BOND

THE MAIN STREET AMERICA GROUP

CONTRACTOR: *(Name, legal status and address)*
RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

BOND AMOUNT: 5% Greatest Amount

PROJECT: *(Name, location or address, and Project number, if any)*
RFP NO. 2024-006 CITY OF EDINBURG - DOOLITTLE DETENTION POND

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023.

RG Enterprises, LLC dba G&G Contractors

(Principal) *(Seal)*

Rene Garza, President

(Witness) *(Title)*

NGM Insurance Company

(Surety) *(Seal)*

Andy Alvarez

(Witness) *(Title)* Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310,

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120770

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 12th day of December, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

THE CITY OF
EDINBURG

INVITATION FOR BIDS
FOR

"RFP # 2024-006"
DOOLITTLE DETENTION POND

DECEMBER 12, 2023
3:00 P.M.

Submitted By

G & G
CONTRACTORS

RG Enterprises, LLC
dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539
956-283-7040
956-259-8046

ORIGINAL

G & G
Contractors

December 12, 2023

City of Edinburg
c/o City Secretary Dept. (1st Floor)
415 West University Dr.
Edinburg, TX 78542

Re: Invitation for Bids – *"RFP # 2024-006-Doolittle Detention Pond"*

G&G Contractors appreciates the opportunity to present the enclosed Bid proposal to provide General Construction services to the City of Edinburg.

G&G Construction is distinctively qualified to provide Construction services to the city for the following reasons.

- ☆ Local Presence-G&G Contractors has been in business since 2006 is centrally located in Edinburg, is familiar with its neighboring cities and flexible with travel time.
- ☆ Valley Experience-G&G Contractors has extensive construction experience with government housing. Over the years G&G Contractors has dedicated themselves to providing excellent service, within budget and on schedule.
- ☆ Experienced Personnel-Our team consists of experienced Field Supervisors and office personnel, who have years of experience dealing with cities, states and counties.
- ☆ Sub-Contractors-Our Subcontractors have been with us since our inception, they each bring years of experience in their respective fields both in residential and commercial construction building.
- ☆ Resources-G&G Contractors maintains Auto, Workers Comp, General Liability Insurance, bonding and has the resources as well as the equipment to tackle any size project.

The attached proposal discusses the abilities of G&G Contractors, our overall qualifications, experience and resources. Please contact me if you have any questions regarding this proposal. We look forward to discussing your needs with you soon.

Sincerely,

Rene Garza
Owner

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

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TAB 1
BID FORM

6. Pricing Proposal

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$8,873.32	$106,479.84
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$12,109.91	$205,868.47
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$31,666.23	$189,997.38
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$15,108.84	$45,326.52
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$18,272.77	$91,363.85
TOTAL					$639,036.06

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2,220	LF	$72.35	$160,617.00
2	24" R.R.G.C.P.	750	LF	$82.71	$62,032.50
3	30" R.R.G.C.P.	955	LF	$113.51	$108,402.05
4	36" R.R.G.C.P.	1,744	LF	$151.91	$264,931.04
5	42" R.R.G.C.P.	766	LF	$185.37	$141,993.42
6	48" R.R.G.C.P.	2,780	LF	$228.35	$634,813.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Manhole	45	EA	$7,209.27	$324,417.15
8	Type "A" Inlet	68	EA	$4,787.42	$325,544.56
9	48" Concrete Headwall	2	EA	$4,493.44	$8,986.88
10	Tie Into Exist Type "A" Inlet	3	EA	$1,447.04	$4,341.12
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$1,294.72	$32,368.00
12	Backfill & Compaction	9,215	LF	$10.66	$98,231.90
13	Trench Protection	9,215	LF	$4.19	$38,610.85
14	Traffic Control	1	LS	$214,771.20	$214,771.20
15	Excavate Pond	8,600	CY	$2.67	$22,962.00
16	Haul Off Dirt	8,600	CY	$5.56	$47,816.00
17	24" Concrete Headwall	3	EA	$2,817.92	$8,453.76
18	36" Concrete Headwall	2	EA	$3,808.00	$7,616.00
19	Existing Stormline (Crush in Place)	2,500	LF	$6.70	$16,750.00
20	Remove Canopy with Bench	7	EA	$190.40	$1,332.80
21	Clean Drain Ditch (Both Sides)	840	LF	$21.32	$17,908.80
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$7,616.00	$7,616.00
23	End of Road Permanent Barricade	4	EA	$761.60	$3,046.40
24	Conflict Box Structure on Irrigation Line	8	EA	$12,718.72	$101,749.76
25	Erosion Control Plan	1	LS	$56,358.40	$56,358.40
26	Remove and Dispose Type "A" Inlet	9	EA	$418.88	$3,769.92

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	Excavate and Haul off extra Dirt	9,800	CY	$6.70	$65,660.00
28	Remove and Dispose Manhole	9	EA	$418.88	$3,769.92
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$19,953.92	$99,769.60
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$21,324.80	$85,299.20
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32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$24,828.16	$49,656.32
TOTAL					$3,064,986.91

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
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2	Curb & Gutter	400	LF	$21.76	$8,704.00
3	Remove & Dispose Concrete Headwall	1	EA	$571.20	$571.20
4	Cut & Repair Handicap Ramp	18	EA	$1,256.64	$22,619.52
5	Cut & Dispose Curb & Gutter	800	LF	$4.19	$3,352.00
6	Cut & Repair Valley Gutter	240	LF	$65.36	$15,686.40

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Cut & Repair Sidewalk	500	LF	$33.04	$16,520.00
TOTAL					$493,453.12

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					$150,000.00

TAB 2
INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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	CONTACT NAME: ROLAND VILLARREAL
VCM Insurance 506 West University Drive Edinburg, TX 78539 License #: 2930812	PHONE (A/C, No, Ext): (956) 330-4396 FAX (A/C, No): E-MAIL ADDRESS: info@vcminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Co.	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100234494-0	4/10/2023	4/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insured's Use Only

CANCELLATION

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
ROLAND VILLARREAL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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	CONTACT NAME: Viola Allen (VR)
EDDIE VILLARREAL INSURANCE AGENCY 506 W University Dr Edinburg, TX 78539 License #:691729	PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751 E-MAIL ADDRESS: vallen@twfg.com
INSURED R G ENTERPRISES, LLC DBA G & G CONTRACTORS 711 E WISCONSIN RD EDINBURG, TX 78539 TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: State Auto Insurance Co — 25135 INSURER B: Texas Mutual Insurance Co — 13196 INSURER C: INSURER D: 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			10121163CA	3/14/2023	3/14/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002021908	10/11/2022	10/11/2023	☒ 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

For Insured's Use Only

CANCELLATION

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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TAB 3
PROPRIETARY DOCS

NOT APPLICABLE

TAB 4
REQUIRED FORMS

REQUIRED FORMS LIST

1. COI
2. GENERAL QUESTIONNAIRE
3. LITIGATION DISCLOSURE
4. HOUSE BILL 89
5. SENATE BILL 13
6. SENTATE BILL 19
7. NON-COLLUSION
8. CIQ
9. FORM 1295

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

RG Enterprises, LLC dba G&G Contractors

Printed Name and Title:

Rene Garza, Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RG Enterprises, LLC dba G&G Contractors
(Full, correct legal name)

- Address: 711 E. Wisconsin Rd.
  Edinburg, Tx 78539
- Telephone/Fax: 956-283-7040-office 956-259-8046-fax
- Email address: irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, Tx

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

17 (years) 4 (months)

c. State the number of full-time employees at the Edinburg office. 5

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Rene Garza, Owner
Address: 711 E. Wisconsin Rd. Edinburg, Tx 78539
Telephone: 956-283-7040
Fax: 956-259-8046
Email: rgarzajr26@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler. supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Rene Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RG Enterprises, LLC dba G&G Contractors the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Rene Garza, Owner

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

Subscribed and sworn to me this 12 day of December 2023.

By: _____

Notary Public

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rene Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1102700

Date Filed:
12/11/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RG Enterprises, LLC
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-006
DOOLITTLE DETENTION POND

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Garza, Rene	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rene Garza, and my date of birth is 06/05/1978.

My address is 711 E. Wisconsin Rd. (street), Edinburg (city), Tx (state), 78539 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 12 day of December (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TAB 5
SOLICITATION FORMS

5.1

PAST EXPERIENCE

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: CG5 Architect, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: JOSE C GARCIA III, RA, AIA ARCHITECT

Date: DEC 11, 2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: Hidalgo County Urban County

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Monica Leal

Printed Name: Monica Leal

Date: 12/12/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: Langford Community Management Services

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good ✓ Satisfactory ___ Poor ___
2. Performed and Completed Punch List items timely: Yes ✓ No ___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No ___
4. Contractor's history of completing on schedule: Excellent ___ Good ✓ Satisfactory ___ Poor ___
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good ___ Satisfactory ___ Poor ___
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ___ Good ✓ Satisfactory ___ Poor ___
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No ___

Signature: Karen Walker - Home Program Manager

Printed Name: Karen Walker

Date: 12-11-2023

5.2
REFERENCE LETTERS

La Joya
Independent School District
Facilities Department
201 E. Expressway 83, La Joya, Texas 78560
Tel (956) 323-2129

Board of Trustees
Dr. Alda T. Benavides, President
Mary T. Hernandez, Vice-President
Esperanza "Espie" Ochoa, Secretary
Dr. Nereyda Cantú, Member
Alejandro "Alex" Cantú, Member

March 3, 2022

To Whom It May Concern:

As Facilities Executive Director for the La Joya Independent School District, I oversee all construction, renovations, and additions for this District. I have had the pleasure of working with G&G Contractors at Rosendo Benavides Elementary Roof Renovations Project and Juarez-Lincoln High School Drainage Improvement Projects.

The quality of work provided by this company was with the utmost professionalism and always with the best interest in mind for the District. Should you have any questions or need additional information, please do not hesitate to contact our office by calling (956) 323-2125.

Respectfully,

Jose L. Villarreal,
Executive Director for Facilities & Maintenance Operations

Date: February 28, 2022

To Whom It May Concern:

Subject: Letter of Recommendation for RG Enterprises, LLC dba G&G Contractors

We have had the pleasure of working with G&G Contractors on numerous projects over the years and they have always exceeded our expectations.

Besides performing exceptionally on time and on budget I found G&G Contractors to be very helpful, organized, forthright, ethical and reliable. Mr. Garza and his staff were always willing to give a helpful hand and professional advice over and above their normal contractual agreement for cost savings and efficient performance measures and changes. Warranty has never been a concern since G&G Contractors performs high quality workmanship and addresses any deficiencies before delivering a turnkey project.

I am fully confident that G&G Contractors will make amazing strides in future projects and will continue to perform to their clients' expectations, hence I fully recommend G&G Contractors for any ongoing and future projects.

Please contact my office with any questions.

Thank you,



Charlie Garcia III, RA, AIA
CG5 Architect

www.cg5architect.com
1314 E. 22nd St.
Mission, TX 78572
956.239.2438
956.648.0107

CHANIN
ENGINEERING, LLC

March 1, 2022

RE: G&G Contractors- Reference Letter

To Whom It May Concern:

G&G Contractors has provided The City of Mission and Brownsville ISD with their skilled construction services for the Bentsen Palm Community Park Shade Canopies and the Multi-Campus Canopy Upgrades project. Throughout the construction process they met the standards on our construction documents. Their staff and subcontractors kept in contact with our company displaying professionalism and knowledge in their field. G&G Contractors provided The City of Mission and Brownsville ISD with a quality product on time and within budget.

In my Professional opinion, G&G Contractors is an honorable choice for your construction needs. I am certain they can expedite any of your project requirements. If you have any questions please contact me, at my office.

Respectfully,



Miguel Chanin, PE
Principal-in-Charge

400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

5.3
RESUMES

G & G
Contractors

Rene Garza
Project Manager

Education

Business Administration/Finance, University of Texas Pan American, 2004

Affiliations

Texas Historically Underutilized Business Certificate (HUB)
1800906079100 Ex. 05/02/2017
Section 3 Business Concern Certification

Qualifications

Over 15 years' experience of hands on experience in all areas of the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Experience with City, County and State government housing programs
Has experience and resources required to successfully perform any general contract job

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liability, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

711 E. Wisconsin Rd.
Edinburg, Texas 78539
956-283-7040 Telephone
956-259-8046 Fax

City of La Joya
Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville
City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

REFERENCES

City of Mission
Eduardo Belmarez
956-580-8650

Hidalgo County Urban County Program
Monica Leal
956-351-1858

City of Lyford
Karen Rego Walker
512-452-0432

G & G
Contractors

Manuel Leal
Superintendent

Education

Bachelor of Arts, Minor Architecture, University of Texas at Austin, 1999

Qualifications

20 years experience in the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Remodeling/Reconstruction/Demolition experience

His experience in public relations helps promote better communication with Project Owner And subcontractors

Mr. Leal serves as Construction Supervisor overseeing the construction of ongoing projects. He has been with G&G Contractors for over six (6) years.

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liabiltiy, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 -Phone
956-259-8046-Fax

City of La Joya
Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville
City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

REFERENCES

Gerry Lopez
PSJA ISD
956354-2075

David Iglesias
PBK Engineering
210-632-4074

5.4
BID BOND

BID BOND

THE MAIN STREET AMERICA GROUP

Trusted Choice

CONTRACTOR: *(Name, legal status and address)*
RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

BOND AMOUNT: 5% Greatest Amount

PROJECT: *(Name, location or address, and Project number, if any)*
RFP NO. 2024-006 CITY OF EDINBURG - DOOLITTLE DETENTION POND

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023.

RG Enterprises, LLC dba G&G Contractors

(Witness)

(Principal) *(Seal)*

Rene Garza, President

(Title)

NGM Insurance Company

(Witness)

(Surety) *(Seal)*

Andy Alvarez

(Witness) *(Title)* Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120770

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 12th day of December, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

Document #01946 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

5.5

STATEMENT OF QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1– GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RG Enterprises, LLC dba G&G Contractors		
Corporate Office Edinburg, Tx 78539			
Name:	Rene Garza	Phone number:	956-929-1567
Title:	Owner	Email address:	rgarzajr26@yahoo.com
Business address of corporate office:	711 E. Wisconsin Rd. Edinburg, Tx 78539		
Local Office Same as above			
Name:	Rene Garza	Phone number:	956-283-7040
Title:	Owner	Email address:	Irma.gandgcontractors@gmail.com
Business address of local office:	711 E. Wisconsin Rd. Edinburg, Tx 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. Rene Garza, 100%		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2006	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rene Garza	Title:	Owner
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2– LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3– DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	8/12/2025
☐ Other		
☐ None		

ARTICLE 4– SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See Attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5– FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☒ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6– SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	400 W. Interstate 2 San Juan, Tx 78589

Physical Address (principal place of business):			
Phone (main):	956-787-8536	Phone (claims):	

ARTICLE 7– INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
VCM Insurance		Commercial General Liability	
		Commercial Auto	
		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	506 W. University Dr. Edinburg, Tx 78539		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8– CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	5
Estimate of revenue for the current year:	$9,423,177.28
Estimate of revenue for the previous year:	$11,385,796.08

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 17 years				
As a general contractor:	17	As a joint venturer:		N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RG Enterprises, LLC dba G&G Contractors
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Rene Garza
(typed or printed)

Title: Owner
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Rene Garza
(typed or printed)

Title: Owner
(typed or printed)

Address:
711 E. Wisconsin Rd. Edinburg, Tx 78539

Phone: 956-283-7040-office 956-259-8046-fax

Email: irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com

Schedule A– Current Projects

Name of Organization	Willacy County				
Project Owner		Project Name	Railroad Spur Detention Pond		
General Description of Project					
Project Cost	$879,348.77	Date Project	1/15/2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Rene Garza	Manuel Leal	Adan Gonzalez	Rene Garza	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	City of McAllen	Project Name	Morris Park		
General Description of Project	Walking Trail, baseball, soccer fields, restrooms, pavillions, basketball courts etc.				
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen				
Designer					
Construction Manager	Eduardo Mendoza PE				

Project Owner	City of Mission	Project Name	Mission Lions Park		
General Description of Project	walking trails, soccer fields, baseball field, basketball courts, pavillions, etc.				
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mission				
Designer					
Construction Manager	JP Terrazas				

Schedule B– Previous Experience with Similar Projects

Name of Organization	See Attached			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual	Rene Garza		
Years of experience as project manager	20		
Years of experience with this organization	16		
Number of similar projects as project manager	300+		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Mr. Garza, oversees the day to day operations of	20%		
G&G Contractors and as such manages all projects,			
schedules, budgets and quality control.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JP Terrazas	Name	David Flinn
Title/Position		Title/Position	P.E.
Organization	City of Mission	Organization	Ferris, Flinn & Medina
Telephone	956-249-1402	Telephone	956-364-2236
Email	jpterrazas@missiontx.us	Email	d.flinn@ferrisandflinn.com
Project		Project	HWWS
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer

Project Superintendent			
Name of individual	Manuel Leal		
Years of experience as project superintendent	20		
Years of experience with this organization	10		
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Hidalgo County All star Park	10%	12/2023	
City of McAllen Morris Park	30%	3/2024	
City of Mission Lions Park	50%	7/2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Monica Leal	Name	
Title/Position	Program Coordinator	Title/Position	
Organization	Hidalgo County Urban County Program	Organization	
Telephone	956-358-1858	Telephone	
Email	monicaleal79@gmail.com	Email	
Project	CRC Youth Facility	Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual	Adan Gonzalez		
Years of experience as project manager	5		
Years of experience with this organization	2		
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Raymondville			5/2023
City of Combes			6/2023
Hidalgo County Pueblo de Palmas Park			6/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Victor Gonzales	Name	Karen Rego-Walker
Title/Position		Title/Position	Grant Administrator
Organization		Organization	Langford Management
Telephone	281-780-2824	Telephone	512-452-0432
Email		Email	karen@lmsinc.com
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual	Rene Garza		
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

COMPANY INFORMATION
1.01

Company Name:	RG Enterprises, LLC dba G&G Contractors	
Company Address:	711 E. Wisconsin Rd. Edinburg, TX 78539	
Telephone Number:	956-283-7040	
Fax Number:	956-259-8046	
Email:	irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com	
Firm Established:	Rene Garza dba G&G	2006
	RG Enterprises, LLC dba G&G Contractors	2013
Parent Company:	None	
Principal Owner:	Rene Garza	
Type of Organization:	Limited Liability Corporation	

Company Background:

G&G Contractors was established in 2006 and in 2013 we became RG Enterprises, LLC dba G&G Contractors owned and operated by Rene Garza. G&G Contractors started the company building government housing for such entities such as, Harlingen CDBG Housing Program, Hidalgo County Urban County Program, Mission CDBG and the Lower Rio Grande Valley Development Council, Hurricane Dolly Housing Disaster Recovery Program Round 2.2. Over the years G&G Contractors has prospered and grown to include commercial and industrial projects, such as paving, hike and bike trails, walking trails, parks, irrigation, landscaping, demolition, metal fabrication and erection, commercial buildings etc. and we look forward to an even brighter future.

G&G Contractors prides itself on job performance in a time effective manner. In the last sixteen (16) years we have never failed to complete a project on schedule.

- G&G Contractors is HUB certified and Section 3 certified and maintains Commercial Liability, Auto and Workman's Comp Insurance as well as any required Bonding.
- G&G Contractors has always completed projects on time and within budget.
- G&G Contractors only uses reputable, reliable and experienced sub-contractors.
- G&G Contractors has the resources, manpower and sub-contractors to effectively accommodate our ongoing projects and easily add additional work. Our personnel and resources allow us to provide a turn-key service.
- G&G Contractors works with all entities involved on all our projects and maintains an open line of communication in order to achieve a successful project completion on schedule and within budget.
- We strive to achieve a good working relationship with our clients, city and county staff which enables us to proceed on schedule with little to no difficulties.
- G&G Contractors coordinates with subcontractors to ensure that all necessary precautionary measures are taken in order to result in the completed finished project with no delays or injuries.
- G&G Contractors has a full-time Construction Supervisor on site in order to maintain job integrity.

Owner: Rene Garza
Project Manager
Rgarzajr26@yahoo.com
956-929-1567

Manuel Leal
Construction Superintendent
Mleal.gandg@gmail.com
956-457-4880

Adan Gonzalez
Construction Superintendent
Adan.gandg@gmail.com
956-373-6808

Irma Rodriguez
Accounting
Irma.gandgcontractors@gmail.com
956-283-7040

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/14/2013

Effective: 03/15/2013

John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 18, 2013

Attn: RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135
Assumed Name:
G&G Contractors LLC

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 03/20/2013

Effective: 03/20/2013

John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 20, 2013

RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

Assumed Name:
G&G Contractors LLC

File Date: 03/20/2013

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

1.03

RG Enterprises, LLC dba G&G Contractors is not owned in whole or in part by any other entity or affiliated with any other business.

1.04

Rene Garza, is the Sole Member of
RG Enterprises, LLC dba G&G Contractors

2.01

RG Enterprises, LLC dba G&G Contractors is registered in all cities and counties within the Rio Grande Valley to provide Construction Services in South Texas

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1800906079100**
Approval Date: **August 12, 2021**
Scheduled Expiration Date: **August 12, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RG ENTERPRISES LLC DBA G&G CONTRACTORS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 12, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

4.01

SAFETY POLICY

for

G&G CONTRACTORS

Safety Policy
Table of Contents

I. Objective

II. Policy

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X. Attachments

- A. Job Safety Checklist
- B. Safety Equipment Checklist
- C. Safety Meeting Report
- D. Employee Acknowledgment

G&G CONTRACTORS

Safety Policy

I. OBJECTIVE

The Safety Policy of G&G Contractors is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards 1926 and 1910 are available for all employees= use and reference. These Standards shall be available in the home office at all times and will be sent to the jobsite on request.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement has been given primarily to the owner of G&G Contractors, Rene Garza. The Construction Supervisors share in this responsibility as well.

II. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well-being of our employees, subcontractors, and customers, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

III. APPLICABILITY

This Safety Policy applies to all employees of G&G Contractors, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

IV. IMPLEMENTATION

This Safety Policy supports six fundamental means of maximum employee involvement:

A. Management commitment to safety.
B. Weekly tool box safety meetings at all jobsites.
C. Effective job safety training for all categories of employees.
D. Job hazard analysis provided to all employees.
E. Audio and/or visual safety presentations given at jobsites by the Construction Supervisors.
F. Various incentive awards for exemplary safety performance.

The Construction Supervisors will meet at least once a month to evaluate all areas of safety and make recommendations to the company president.

V. ADMINISTRATION

The Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided by ***Construction Supervisors*** as requested. Each supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. Each supervisor must also ensure that all accidents are thoroughly investigated and reported to Construction Supervisors on the same day of the occurrence.

VI. REPORTING OF INJURIES

All employees will be held accountable for filling out a "A Notice of Injury Form" immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their supervisor/leadman/foreman/superintendent/project manager, etc. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

A. How they think they hurt themselves.
B. What they were doing at the time.
C. Who they were working with at the time.
D. When and where it happened.
E. Other pertinent information that will aid in the investigation of the incident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and they may result in immediate termination, in accordance with company policy.

VII. NOTIFICATIONS

A. In Case of Serious Injury or Death

After the injured has been taken to the hospital, the leadman/foreman/supervisor shall notify the main office and Construction Supervisor as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the

time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The Construction Supervisor will assist in the investigation. The completed accident report form will be sent to the main office.

B. In Case of Inspection by OSHA Inspector

The leadman/foreman/supervisor must notify Construction Supervisor that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspector=s visit on the jobsite as pleasant and timely as possible.

VIII. BASIC SAFETY RULES

A. Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.

B. All injuries, regardless of how minor, must be reported to your supervisor and the Safety Office immediately. An employee who fails to fill out a "Notice of Injury Form" and send it to the Safety Office can be issued a safety violation notice and may be subject to termination, in accordance with company policy. In the event of an accident involving personal injury or damage to property, all persons involved in any way will be required to submit to drug testing.

C. Hard hats will always be worn by all employees on the project site. The bill of the hard hat will always be worn in front. Alterations or modifications of the hat or liner is prohibited. Crane operators, when in an enclosed cab, have the option of not wearing a hard hat due to the possible obstruction of view.

D. Safety glasses will always be worn as the minimum-required eye protection. Additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling chemicals, acids and caustics. Burning goggles for cutting, burning or brazing and welding hoods for welding, etc., are required.

E. Fall Protection Requirements

1. Full body harnesses and lanyards shall be worn and secured any time there is a fall hazard of more than six (6) feet.
2. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of 2-inch diameter wire rope. Vertical lifelines shall be 3/4-inch manila rope or equivalent and shall be used in conjunction with an approved rope grab.
3. Structural steel erectors are required to "hook up" with full body harness and lanyard.
4. Employees using lanyards to access the work or position themselves on a wall or column, etc., must use an additional safety lanyard for fall protection.

5. Manlifts must be used properly. As soon as an employee enters an articulating boom lift and before the lift is started, the employee must put on the harness and attach the lanyard to the lift. Employees are not required to wear harnesses on scissor lifts.

F. Clothing must provide adequate protection to the body. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will always be worn. No shorts are to be worn on projects. All employees, except welders and burners, must tuck shirt tails inside trousers. Burners and welders will not be permitted to wear polyester or nylon clothing. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel-toed tennis shoes with the ANSI label are the only alternative to the leather work boot.

G. All personnel will be required to attend safety meetings as stipulated by project requirements in order to meet OSHA Safety Standards.

H. Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. When drugs are prescribed by a physician, the construction supervisor must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.

I. Housekeeping shall be an integral part of every job. Supervisors\foremen\leadmen and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when a job is finished at the end of the day.

J. Burning and cutting equipment shall be checked daily before being used. Flash back arresters shall be installed at the regulators on both oxygen and LP bottles. All gas shall be shut off and hoses disconnected from bottles and manifolds at the end of the work day. Caps shall be replaced on bottles when gauges are removed. When gauges are removed and caps replaced, the oxygen and LP bottles shall be separated into storage areas no less than 20 feet apart with a "A No Fire or Smoking" sign posted and a fire extinguisher readily available. Makeshift field repairs will not be allowed.

K. Drinking water containers are to be used for drinking water and ice only. Tampering with or placing items such as drinks in the water cooler will result immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.

L. All tools whether company or personal, must be in good working condition. Defective tools will not be used. Examples of defective tools include chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.

M. All extension cords, drop cords, and electrical tools shall be checked, properly grounded with ground fault interrupters (GFI=s), and color-coded by a designated competent person each month. This shall be part of the assured grounding program.

Cords and equipment that do not meet requirements shall be immediately tagged and removed from service until repairs have been made.

N. "Horseplay" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.

O. Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.

P. The jobsite speed limit is 10 MPH. No employee is permitted to ride in the bed of a truck standing up or sit on the outside edges of a truck. Employees must be sitting down inside the truck or truck bed when the vehicle is in motion. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity for transporting personnel.

Q. Adequate precautions must be taken to protect employees and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further than 50 feet away from all hot work. Used fire extinguishers must be returned to Construction Supervisor to be recharged immediately. Use of welding blinds is required in high traffic areas.

R. All scaffolding and work platforms must be built and maintained in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three (3) feet past the working surface. Metal ladders around electrical work are prohibited. A step ladder shall never be used as an extension ladder. A step ladder must only be used when fully opened with braces locked.

S. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face or clothing.

T. Report all unsafe conditions and near accidents to construction supervisor so corrective action can be taken.

U. All floor openings or excavations shall be barricaded on all sides to ensure employees are aware of the hazards. Floor holes shall be covered, with the covers secured and clearly marked.

V. Warning signs, barricades, and tags will be used to fullest extent and shall be obeyed.

W. Scaffold Tag System

1. Green tags are to be placed on 100 percent complete scaffolds with all braces, locks and hand, mid, and toe rails in place before use.

2. Yellow tags indicate incomplete scaffolds. If scaffold is missing a hand, mid, or toe board, it must have a yellow tag and employees on it must always be tied off.
3. Red tags indicate scaffolds that are in the process of either being erected or disassembled. These scaffolds are not to be used at any time.
4. Scaffold tags should be placed in a highly visible location on the scaffolds for all employees to see.

X. All OSHA Safety Standards will be followed for job processes requiring respiratory protection. ***SEE RESPIRATORY PROTECTION PROGRAM.***

Y. All OSHA Safety Standards will be followed during excavation. ***SEE EXCAVATION PROGRAM.***

Z. All OSHA Safety Standards concerning confined space entry will be followed. ***SEE CONFINED SPACE PROGRAM.***

AA. All OSHA Safety Standards concerning lockout/tagout of energized equipment will be followed. ***SEE LOCKOUT/TAGOUT PROGRAM***

BB. All OSHA Safety Standards will be followed for job processes requiring fall protection. ***SEE FALL PROTECTION PROGRAM.***

IX. ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations by construction supervisors.

A. Any violation of safety rules can result in suspension or immediate termination.
B. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
C. Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that G&G Contractors is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

ATTACHMENT A

JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations.

A. Safety Rules

_____ Hard hats and safety glasses worn.
_____ Shirts with sleeves worn.
_____ Work shoes worn.
_____ Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.
_____ Work areas safe and clean.
_____ Safety mono-goggles/face shields worn when circumstances warrant.
_____ Electrical cords and equipment properly grounded with GFI's in place and checked by a competent person.
_____ No use of alcoholic beverages or controlled substances.
_____ Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.
_____ All scaffolds built to specifications as established by OSHA.
_____ Excavation/trenches sloped or shored as established by OSHA.
_____ Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Recordkeeping

_____ OSHA poster "Safety and Health Protection on the Job" posted.
_____ OSHA " 200 Log or Occupational Injuries and Illnesses" posted during the month of February only.
_____ Hard hat sign posted in a conspicuous manner.
_____ Weekly safety meeting sign-in logs maintained in a folder with a copy forwarded to the main office weekly.

C. Housekeeping and Sanitation

_____ General neatness.
_____ Regular disposal of trash.
_____ Passageways, driveways, and walkways clear.
_____ Adequate lighting.
_____ Oil and grease removed.
_____ Waste containers provided and used.
_____ Adequate supply of drinking water.
_____ Sanitary facilities adequate and clean.
_____ Adequate ventilation.

D. First Aid

_____ First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.
_____ Trained first aid personnel.
_____ Injuries promptly and properly reported.

E. Personal Protective Equipment

_____ Hard hats.
_____ Hearing protection.
_____ Eye and face protection.
_____ Respiratory protection.
_____ Fall protection.

F. Fire Protection

_____ Fire extinguishers charged and identified.
_____ A No Smoking@ signs posted.
_____ Flammable and combustible material storage area.
_____ Fuel containers labeled.

G. Hand and Power Tools

_____ Tools inspected.
_____ Power tools properly guarded.
_____ Safety guards in place.

H. Welding & Cutting

_____ Compressed gas cylinders secured in vertical position.
_____ Hoses inspected.
_____ Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.
_____ Caps on cylinders in storage in place.
_____ Flash back arresters in place.
_____ Welding screens in place.
_____ Fuel and oxygen cylinders separated in storage.

I. Electrical

_____ All portable tools and cords properly grounded [Ground Fault Interrupters (GFI=s) properly installed.]
_____ Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.

_____ Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI) to the proper terminal made every month and:

1. Prior to first use.
2. Prior to return to service after repairs.
3. Prior to return to service after incident that may have caused damage to cord or equipment.

_____ Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

_____ Inspected at regular intervals.
_____ No broken or missing rungs or steps.
_____ No broken or split side rail.
_____ Extend at least 36 inches above landing and be secured.
_____ Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

K. Scaffolding

_____ Inspected at regular intervals.
_____ Footings are a sound ridge and capable of carrying maximum intended load.
_____ Tied into building vertically and horizontally at 14 foot intervals.
_____ Properly cross-braced.
_____ Proper guardrails and toe boards.
_____ Scaffold planks capable of supporting at least four (4) times the maximum intended load.
_____ No unstable objects such as concrete blocks, boxes, etc., used as scaffold foundations.
_____ Use of OSHA Scaffold Tagging Program.

L. Guardrails, Handrails and Covers

_____ Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roots or wall openings and shall be guarded on all exposed sides.
_____ Posts at least 2 x 4 stock and spaced no more than eight (8) feet apart.
_____ Top rail 42 inches above the floor and of 1 x 4 stock.
_____ Intermediate rail 21 inches above the floor and of 1 x 4 stock.
_____ Guardrail assemblies around floor openings equipped with toe boards. Toe boards at least four (4) inches above the floor level with no more than 1/4-inch clearance above the floor level, when there are employees below or when conditions dictate.
_____ Hole covers permanently attached to the floor or structure and identified with a hole cover sign stenciled with the word "Danger". Hole covers for holes two (2) inches or greater in diameter made of at least 3/4-inch plywood or heavier.

M. Material Hoists

_____ Inspected at regular intervals.
_____ Operating rules posted at operators' station.
_____ "No Rider" signs prominently posted at all stations.
_____ All entrances properly protected.
_____ All entrance bars and gates painted with diagonal contrasting stripes.
_____ Experienced operators.
_____ Current crane certification inspection sticker and papers on the rig.

N. Motor Vehicles

_____ Lights, brakes, tires, horn, etc., inspected at regular intervals.
_____ No overloaded vehicles.
_____ Trash trucks have covers.
_____ No riding on the edge of pickup truck beds.
_____ No riding on concrete trucks, loaders, backhoes, etc.
_____ Functioning back-up alarms on loaders, tractors, backhoes, etc.
_____ Fire extinguishers installed and readily available.
_____ Seat belts worn always.

O. Material Storage and Handling

_____ Material at least two (2) feet from edge of excavation site.
_____ Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
_____ Inventory maintained and inspected frequently.
_____ Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

_____ Full body harnesses as positioning devices for employees tying rebar greater than six (6) feet above adjacent working surface have
_____ Automatic shut-off switches on trowel machines.
_____ No riding on concrete buckets or flying forms.
_____ All forms properly shored.
_____ Single post shores braced horizontally.

Q. Use of Cranes and Derricks

_____ Prohibition of the use of cranes or derricks to hoist employees on a personal platform except in the situation where no safe alternative is possible.

ATTACHMENT B

SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available from the Construction Supervisors always. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Superintendent to ensure that all required equipment is present and in good condition.

_____ Safety goggles, shields, and glasses.
_____ Hearing protection.
_____ Respirators.
_____ Hard hats.
_____ Fire extinguishers (properly charged).
_____ First aid kit (check list inside kit).
_____ Stretcher or stroke litter (tool room).
_____ Welding masks and goggles.
_____ Storage racks for compressed gases.
_____ Guards on all power tools.
_____ Trash barrels.
_____ OSHA forms posted.
_____ Company "Safety Policy" packet posted.
_____ Company "Hazardous Communication Program" packet posted.
_____ Emergency vehicle (vehicle designated to carry injured to hospital).

ATTACHMENT C

SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date: _____

Topic: _____

Safety Meeting Conducted By:

_____

Employee Name (printed)	**Employee Signature**	**Job Title**

ATTACHMENT D

EMPLOYEE ACKNOWLEDGMENT

I state that I have attended the safety orientation, and have read and received a copy of the G&G Contractors safety rules and regulations.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.

_____

EMPLOYEE SIGNATURE

_____

DATE

_____

CONSTRUCTION SUPERVISOR SIGNATURE

_____

DATE

cc: Rene Garza

4.02

Dear VIOLA ALLEN :

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES, LLC does not qualify for a 10/11/2021 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.00 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Thank you,

Antonio Harris
Client Service Analyst, Customer Operations
National Council on Compensation Insurance
The Source You Trust
901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362
800-622-4123 Option 4
Modmail@ncci.com | NCCI.com

4.02

Dear VIOLA ALLEN :

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES, LLC does not qualify for a 10/11/2021 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.00 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Thank you,

Antonio Harris
Client Service Analyst, Customer Operations
National Council on Compensation Insurance
The Source You Trust
901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362
800-622-4123 Option 4
Modmail@ncci.com | NCCI.com

November 27, 2017

Dear RG ENTERPRISES LLC,

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES LLC does not qualify for a 03/15/2017 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.0 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Sincerely,

Customer Service

TexasMutual®
WORKERS' COMPENSATION INSURANCE

RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TX 78539-7007

Loss Run Report

Summary for Policies
0001221990 03/15/2017 to 03/15/2018
0001221990 03/15/2018 to 06/17/2018
0002021908 10/11/2018 to 10/11/2019
0002021908 10/11/2019 to 10/11/2020
0002021908 10/11/2020 to 10/11/2021

Claims as of: 04/23/2021

No losses for the policy period(s).

Let us help make your workplace safer and more productive.
Visit our safety resource center at www.texasmutual.com.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2019

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
nidia@deaver-saldivarcpafirm.com

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2019

Assets

Current Assets		
Cash in Bank	$	364,413
Accounts Receivable, Net		739,850
Retainage Receivable		180,607
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		1,007,258
Built to SPEC Homes - Available for Sale		119,172
Built to SPEC Homes - In Progress		111,894
Total Current Assets		**2,523,194**
Property and Equipment		
Vehicles		53,500
Leasehold Improvements		199,823
Land		1,289,245
Total Property and Equipment		**1,542,568**
Less: Accumulated Depreciation		(50,138)
Property and Equipment, Net		**1,492,430**
Total Assets	**$**	**4,015,624**

Liabilities and Member's Equity

Current Liabilities		
Accounts Payable	$	0
Accrued Expenses		26,960
Property Taxes Payable		8,699
Payroll Liabilities		960
Subcontractor Retainage Payable		47,798
Advances on Built to SPEC Homes		56,802
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		428,534
Current Portion of Long-Term Debt		23,509
Total Current Liabilities	**$**	**593,262**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2019

Liabilities and Member's Equity (Continued)

Long-Term Liabilities	
Notes Payable	$ 1,039,296
Less: Current Portion of Long-Term Debt	(23,509)
Total Long-Term Liabilities	**1,015,787**
Total Liabilities	**1,609,049**

Member's Equity (Deficit)

Member's Equity	
Member's Equity	2,406,575
Total Member's Equity (Deficit)	**2,406,575**
Total Liabilities and Member's Equity (Deficit)	**$ 4,015,624**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
STATEMENT OF INCOME
For the Year Ended December 31, 2019

	Amount	Percentage of Revenue
Revenue		
Construction Revenue	$ 8,526,708	86.9%
Built to SPEC Homes Sales	1,285,430	13.1%
Total Revenue	9,812,138	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs Construction	7,219,769	73.6%
Cost of Revenue - Direct Costs SPEC Homes	1,306,266	13.3%
Cost of Revenue - Indirect Costs	229,103	2.3%
Depreciation	21,693	0.2%
Total Cost of Revenue	8,776,831	89.4%
Gross Profit	1,035,307	10.6%
Expenses		
General and Administrative Expenses	199,416	2.0%
Total Expenses	199,416	2.0%
Operating Income (Loss)	835,891	8.5%
Other Income (Expense)		
Other Income	6,006	0.1%
Interest (Expense)	(57,208)	-0.6%
Total Other Income (Expense)	(51,202)	-0.5%
Net Income	$ 784,689	8.0%

STATEMENT OF CHANGES IN MEMBER'S EQUITY

Member's Equity - January 1, 2019	$ 1,866,299
Net Income (Loss)	784,689
Contributions from Member	0
Distributions to Member	(244,413)
Member's Equity - December 31, 2019	$ 2,406,575

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2020

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
www.deaver-saldivarcpafirm.com

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2020

Assets

Current Assets		
Cash in Bank	$	86,371
Accounts Receivable, Net		2,470,169
Retainage Receivable		164,717
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		315,587
Built to SPEC Homes - Available for Sale		150,337
Built to SPEC Homes - In Progress		381,834
Total Current Assets		**3,569,015**
Property and Equipment		
Vehicles		53,500
Leasehold Improvements		316,003
Land		1,289,245
Total Property and Equipment		**1,658,748**
Less: Accumulated Depreciation		(80,092)
Property and Equipment, Net		**1,578,656**
Total Assets	**$**	**5,147,671**

Liabilities and Member's Equity

Current Liabilities		
Accounts Payable	$	117,187
Accrued Expenses		93,321
Property Taxes Payable		6,299
Payroll Liabilities		960
Subcontractor Retainage Payable		37,689
Advances on Built to SPEC Homes		71,025
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		299,680
Current Portion of Long-Term Debt		27,013
Total Current Liabilities	**$**	**653,174**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2020

Liabilities and Member's Equity (Continued)

Long-Term Liabilities		
Notes Payable	$	1,165,537
Less: Current Portion of Long-Term Debt		(27,013)
Total Long-Term Liabilities		**1,138,524**
Total Liabilities		**1,791,698**

Member's Equity (Deficit)

Member's Equity		
Member's Equity		3,355,973
Total Member's Equity (Deficit)		**3,355,973**
Total Liabilities and Member's Equity (Deficit)	$	**5,147,671**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
STATEMENT OF INCOME
For the Year Ended December 31, 2020

	Amount	Percentage of Revenue
Revenue		
Construction Revenue	$ 12,933,783	98.9%
Built to SPEC Homes Sales	146,261	1.1%
Total Revenue	13,080,044	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs Construction	11,295,285	86.4%
Cost of Revenue - Direct Costs SPEC Homes	125,848	1.0%
Cost of Revenue - Indirect Costs	218,221	1.7%
Depreciation	29,954	0.2%
Total Cost of Revenue	11,669,308	89.2%
Gross Profit	1,410,736	10.8%
Expenses		
General and Administrative Expenses	195,973	1.5%
Total Expenses	195,973	1.5%
Operating Income (Loss)	1,214,763	9.3%
Other Income (Expense)		
Other Income	10,000	0.1%
Bad Debt (Expense)	(24,374)	-0.2%
Interest (Expense)	(55,432)	-0.4%
Total Other Income (Expense)	(69,806)	-0.5%
Net Income	$ 1,144,957	8.8%

STATEMENT OF CHANGES IN MEMBER'S EQUITY

Member's Equity - January 1, 2020	$ 2,406,575
Net Income (Loss)	1,144,957
Contributions from Member	65,187
Distributions to Member	(260,746)
Member's Equity - December 31, 2020	$ 3,355,973

See Independent Accountants' Review Report and Notes to Financial Statements.

VIP
Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577
tel:(956) 787-8536
fax:(956) 787-7232

February 21, 2020

To Whom It May Concern,

It has been the privilege of Valley Insurance provider and Insurers Indemnity Company to provide surety bonds on behalf of G&G Contractors for over 10 years, during which time G&G Contractors, has performed and we have issued performance and payment bonds for contracts valued in the range of $5,000,000. In our opinion G&G Contractors remains properly financed, well equipped and capably managed. During this time, Insurers Indemnity Company has had no claim issues. Any consideration given to our valued client; G&G Contractors will be greatly appreciated.

At the present time, Insurers Indemnity Company provides a $5,000,000.00-single project/$8,000,000.00 aggregate surety program to G&G Contractors. As always Insurors Indemnity Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability, if for any reason, we do not execute such bonds.

Insurors Indemnity Company is listed on the U.S. Treasury Department's listing of Approved Sureties (2005 Department Circular 570) and has an AM Best Rating of A-with a Financial Size Category of V.

Respectfully submitted,

Andy Alvarez
Attorney-In-Fact

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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

VCM Insurance
506 West University Drive
Edinburg, TX 78539
License #: 2930812

CONTACT NAME: ROLAND VILLARREAL
PHONE (A/C, No, Ext): (956) 330-4396 FAX (A/C, No):
E-MAIL ADDRESS: Info@vcminsurance.com

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Kinsale Insurance Co. — 38920
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED

R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			0100234494-0	4/10/2023	4/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insured's Use Only

CANCELLATION

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

ROLAND VILLARREAL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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
EDDIE VILLARREAL INSURANCE AGENCY
506 W University Dr
Edinburg, TX 78539
License #:691729

CONTACT NAME: Viola Allen (VR)
PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751
E-MAIL ADDRESS: vallen@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Insurance Co	25135
INSURER B : Texas Mutual Insurance Co	13196
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS (X) HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			10121163CA	3/14/2023	3/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0002021908	10/11/2022	10/11/2023	(X) PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insured's Use Only

CANCELLATION

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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8.01

RG Enterprises, LLC dba G&G Contractors

Currently has 5 full time employees and 20 full time subcontractors that work exclusively on G&G Contractor projects

CONTRACTS ON HAND
SCHEDULE "A"

OWNER	PROJECT DESCRIPTION	CONTACT	ENGINEER	CONTACT INFORMATION	CONTRACT AMOUNT	COMPLETION DATE
CONTRACTS ON HAND						
WILLACY COUNTY	RAILROAD SPUR DETENTION POND	JOSE LUIS MUNOZ, PE	GUZMAN & MUNOZ ENGINEERING & SURVEYING		$ 879,348.77	Mar-24
CITY OF MCALLEN	MORRIS PARK	EDUARDO MENDOZA, PE	CITY OF MCALLEN	956-681-1151	$ 1,348,935.00	Mar-24
CITY OF MISSION	MISSION LIONS PARK	JP TERRAZOS	CITY OF MISSION	956-580-8667	$ 5,036,821.00	Jul-24
EDINBURG CISD	TRUMAN GYM RENO	ELI ALVARADO	ALVARADO ARCHITECT	956-464-8258	$ 1,014,987.00	Apr-24
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	SOUTH MAIN DRAIN	HCDD#1			$ 6,785,156.16	Jan-25

PAST EXPERIENCE
SCHEDULE "B"

OWNER	PROJECT DESCRIPTION	CONTACT	ENGINEER	CONTACT INFORMATION	CONTRACT AMOUNT	COMPLETION DATE
CIT OF RAYMONDVILLE	1 RECONSTRUCTION HOME	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 129,000.00	Aug-23
URBAN COUNTY	11 RECONSTRUCTION HOMES	STEVEN DE LA GARZA	SAMES	956-787-8217	$ 1,314,800.00	Dec-23
CITY OF MISSION	STIWART "A" DRAINAGE IMPROVEMENTS	JAVIER HINOJOSA	JE HINOJOSA	956-668-1588	$ 3,323,780.34	11/1/2023
HIDALGO COUNTY	SULLIVAN CITY LIBRARY	JOSE C. GARCIA	ARKIIFORM ARCHITECTURE	956-239-2438	$ 1,151,605.00	11/1/2023
LA JOYA ISD	FLORES & LEO J LEO SANITARY SEWER	EGMIDIO SALINAS	M2 ENGINEERING	956-600-8628	$ 294,397.54	7/1/2023
TEXAS SOUTHMOST COLLEGE	OLIVEIRA STUDEN SERVICES RESTROOM ADDITIONS	RAUL HERNANDEZ	SPACIO D&C	956-687-5562	$ 481,574.00	6/1/2023
HIDALGO COUNTY	PCT 4 ALL STAR PARK	DAVID RIVERA	B2Z ENGINEERING	956-585-3773	$ 1,772,500.00	110/1/2023
MISSION HOUSING AUTHORITY	PALM PLAZA RENOVATIONS	MILO SALINAS	M2ENGINEERING	956-600-8628	$ 1,125,600.00	6/1/2023
CITY OF BROWNSVILLE	METRO EAST TRANSFER STATION	RAYMOND D. GIGNAC	GIGNAC ARCHITECTS	956-686-0100	$ 1,035,188.50	12/1/2022
CITY OF HARLINGEN	ARROYO COLORADO HIKE AND BIKE	COLTON PHILLIPP, PE	HANSON PROFESSIONAL	956-541-1155	$ 1,456,970.89	6/1/2023
HCDD #1	JACKSON ROAD DRAINAGE	ALFONSO QUINTANILLA	QUINTANILLA HADLY & ASSOCIATES	956-381-6480	$ 1,691,022.96	6/1/2023
CITY OF RAYMONDVILLE	2 NEW HOMES	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 248,650.00	3/1/2023
CITY OF COMBES	ANIMAL SHELTER	RICHARD LEFEVRE	LEFEVRE MANAGEMENT	956-540-9428	$ 517,374.00	6/1/2022
HIDALGO COUNTY	PUEBLO DE PALMA PARK	MIGUEL CHANIN	CHANIN ENGINEERING	956-687-9421	$ 855,808.00	10/1/2022
HARLINGEN CISD	FIRST RESPONDERS ACADEMY	DILLON REDDING	MEGAMORPHOSIS	956-428-1779	$ 381,300.00	12/1/2022
CITY OF MISSION	ROOF REPLACEMENT FIRE DEI	PETER GEDDES	CITY OF MISSION	956-580-8667	$ 27,700.00	12/1/2021
URBAN COUNTY	2 GLO HOMES-ELSA & DONNA	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127		3/1/2022
CITY OF EDINBURG	FENCING	LUIS RODRIGUEZ	CITY OF EDINBURG	956-388-1895	$ 24,862.50	3/1/2022
CITY OF BROWNSVILLE	CIP DISTRICT #5 STREET PAVING & DRAINAGE IMPROVEMENTS	ARMANDO GUTIERREZ	CITY OF BROWNSVILLE	956-546-4357	$ 4,090,547.25	7/1/2022
MISSION CISD	TOM LANDRY STADIUM REPAIRS	ALBERT TREVINO	HINOJOSA ENGINEERING	956-581-0143	$ 1,024,850.00	2/1/2022
CITY OF PORT ISABEL	1 HOUSING PROJECT	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 131,000.00	4/1/2022
CITY OF COMBES HOUSING	3 NEW HOMES	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 375,000.00	4/1/2022
URBAN COUNTY	3 NEW HOMES	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$ 310,400.00	7/1/2022
SAN BENITO HOUSING AUTHORITY	2 NEW SINGLE FAMILY HOMES-12	YVETTE T. NIETO	SAN BENITO HOUSING AUTHORITY	956-399-7501	$ 239,000.00	1/1/2022

CITY OF HARLINGEN CDBG	2 NEW HOMES-OKLAHOMA, C ST.	SANDY WOLFF	CITY OF HARLINGEN	956-216-5180	$	153,200.00	12/1/2021
LA JOYA ISD	JUAREZ LINCOLN HS DRAINAGE	MILO SALINAS	M2ENGINEERING	956-600-8628	$	497,077.71	2/1/2022
CITY OF LOS INDIOS	VETERANS PARK IMPROVEMENTS	IRIS CANTU	HANSON PROFESSIONAL SERVICES, INC.	956-541-1155	$	800,637.47	12/1/2021
MISSION CISD	CANOPIES AND WALKWAYS	DORA GARCIA	MISSION CISD	956-323-5524	$	285,800.00	Dec-21
WEBB COUNTY	MIRANDO CITY WATER WELL PROJECT	JOSE ANGEL LOPEZ III, CTPM	PORRAS NANCE ENGINEERING	956-523-4125	$	336,012.80	Dec-21
CITY OF HARLINGEN	9TH & 13TH DRAINAGE IMPROVEMENTS	JOSE A. SANCHEZ	CITY OF HARLINGEN	956-216-5283	$	2,591,644.70	Dec-21
CITY OF EDINBURG	STADIUM DR. AND DAWSON DRAINAGE IMPROVEMENTS	DAVID PEREZ	PEREZ CONSULTING ENGINEERS	956-631-4482	$	2,020,515.89	Jan-22
LA JOYA ISD	ROSENDO BENAVIDES ELEMENTARY SCHOOL ROOF RENOVATIONS	JOSE C. GARCIA	ARKIIFORM ARCHITECTURE	956-239-2438	$	1,672,125.00	Jan-22
URBAN COUNTY	3 NEW CONSTRUCTION	STEVEN DE LA GARZA	URBAN COUNTY	95-787-8127	$	234,200.00	8/1/2021
URBAN COUNTY	1 NEW HOME	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	76,400.00	9/1/2021
URBAN COUNTY-GLO	2-NEW HOUSE-TREVINO/VANEGAS	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	159,555.00	Sep-21
TEXAS HEALTH HUMAN SERVICES	RIO GRANDE STATE CENTER SEWER LIFT STATION	KATRINIA ENDER	THHS	512-406-2428	$	307,000.00	Oct-21
HIDALGO COUNTY URBAN COUNTY HOUSING PROGRAM	2 RECONSTRUCTION HOMES IN THE COUNTYWIDE AREA	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	150,000.00	Jul-21
HARLINGEN CISD	BASEBALL FIELD BACKSTOPS	DILLON REDDING	MEGAMORPHOSIS DESIGN	956-428-1779	$	207,875.00	6/1/2021
CITY OF HARLINGEN	HEB TENNIS PENDLETON PARK	CHRIS SIAS	MEGAMORPHOSIS	956-428-1779	$	684,382.00	Oct-21
TPWD	RESACA DE LA PALMA ROOF REPLACEMENT	JOANN HERNANDEZ	PDG ARCHITECTS	512-389-4347	$	135,500.00	5/1/2021
HARLINGEN WATERWORKS SYSTEM	TREASURE HILLS WATERLINE	FERRIS, FLINN & MEDINA, LLC	DAVID FLINN, PE	956-364-2236	$	2,678,404.28	Apr-21
BROWNSVILLE ISD	CANOPY UPGRADES	MIGUEL CHANIN	CHANIN ENGINEERING, LLC	956-687-9421	$	1,532,748.00	Feb-21

5.6

BIDDER'S EXPERIENCE

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 2023.

RG Enterprises, LLC dba G&G Contractors
Name of Bidder

Signature of Bidder

Rene Garza, Owner
Title of Signatory

END OF SECTION

5.7

EQUIPMENT & MATERIALS LIST

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	X	
Trencher	X	
Sweeper	X	
Bobcat	X	
Dump Truck	X	
Generators	X	
Misc Hand Tools	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	McCoy's Building Supplies
	J-III Concrete
	GC Steel
	CAPA

BIDDER

THE CITY OF Edinburg

Executed this: 12 Day of : December 20. 23

By: RG Enterprises, LLC dba G&G Contractors
BIDDER

Title: Rene Garza, Owner

NOTARY PUBLIC

State of Texas

County of:

Subscribed and sworn to before me this: 12 day of December 2023

NOTARY PUBLIC

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

END OF SECTION

5.8

NON-BRIBERY

G & G
Contractors

December 12, 2023

City of Edinburg
415 W. University Dr.
Edinburg, Tx 78539

Dear Sir/Madam,

The undersigned party certifies that RG Enterprises, LLC dba G&G Contractors complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (not found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Rene Garza
Printed Name

Signature

Owner
Position in bidding company

12/12/2023
Date

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

5.9

PERFORMANCE BOND

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

5.10
PAYMENT BOND

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

5.11

AFFIDAVIT OF INSURANCE

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Rene Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

RG Enterprises, LLC dba G&G Contractors
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

Notary Public in and for the State of TEXAS

Irma H Rodriguez
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: March 25, 2026
[Expiration Date]

END OF DOCUMENT

5.12
FORM OF BUSINESS

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Limited Liability Company RG Enterprises, LLC dba G&G Contractors
State of Incorporation: Texas
Mailing Address: 711 E. Wisconsin Rd. Edinburg, Tx 78539

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Rene Garza, Owner
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/14/2013

Effective: 03/15/2013

John Steen
Secretary of State

Phone: (512) 463-5555
Prepared by: Dee Harris

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 471231290002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 18, 2013

Attn: RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135
Assumed Name:
G&G Contractors LLC

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 03/20/2013

Effective: 03/20/2013

THE STATE OF TEXAS

John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 20, 2013

RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

Assumed Name:
G&G Contractors LLC

File Date 03/20/2013

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Franchise Tax Account Status

As of : 06/17/2021 15:29:41

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

RG ENTERPRISES LLC

Texas Taxpayer Number	32050457368
Mailing Address	711 E WISCONSIN RD EDINBURG, TX 78539-7007
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/15/2013
Texas SOS File Number	0801750135
Registered Agent Name	RENE GARZA
Registered Office Street Address	5125 S US HWY 281 EDINBURG, TX 78539

5.13

DEBARMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RG Enterprises, LLC dba G&G Contractors
[Typed Name of Company:]

Rene Garza, Owner
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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
VCM Insurance
506 West University Drive
Edinburg, TX 78539
License #: 2930812

CONTACT NAME: ROLAND VILLARREAL
PHONE (A/C, No, Ext): (956) 330-4396 FAX (A/C, No):
E-MAIL ADDRESS: info@vcminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Co.	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			0100234494-0	4/10/2023	4/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insured's Use Only

CANCELLATION

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
ROLAND VILLARREAL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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	CONTACT NAME: Viola Allen (VR)
EDDIE VILLARREAL INSURANCE AGENCY 506 W University Dr Edinburg, TX 78539 License #:691729	PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751 E-MAIL ADDRESS: vallen@twfg.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
R G ENTERPRISES, LLC DBA G & G CONTRACTORS 711 E WISCONSIN RD EDINBURG, TX 78539 TX 78539	INSURER A: State Auto Insurance Co	25135
	INSURER B: Texas Mutual Insurance Co	13196
	INSURER C:	
	INSURER D:	
	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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			10121163CA	3/14/2023	3/14/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A		0002021908	10/11/2022	10/11/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

For Insured's Use Only

CANCELLATION

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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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

RG Enterprises, LLC dba G&G Contractors

Printed Name and Title:

Rene Garza, Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RG Enterprises, LLC dba G&G Contractors
(Full, correct legal name)

- Address: 711 E. Wisconsin Rd.
  Edinburg, Tx 78539
- Telephone/Fax: 956-283-7040-office 956-259-8046-fax
- Email address: irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, Tx

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

17 (years) 4 (months)

c. State the number of full-time employees at the Edinburg office. 5

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Rene Garza, Owner
Address: 711 E. Wisconsin Rd. Edinburg, Tx 78539
Telephone: 956-283-7040
Fax: 956-259-8046
Email: rgarzajr26@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Rene Garza, the undersigned representative of

RG Enterprises, LLC dba G&G Contractors, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Rene Garza, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Rene Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RG Enterprises, LLC dba G&G Contractors the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Rene Garza, Owner

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

Subscribed and sworn to me this 12 day of December 2023.

By: _____

Notary Public

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rene Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: CG5 Architect, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: JOSE C GARCIA III, RA, AIA ARCHITECT

Date: DEC 11, 2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: Hidalgo County Urban County

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Monica Leal

Printed Name: Monica Leal

Date: 12/12/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: RG Enterprises, LLC dba G&G Contractors

Reference Company Name: Langford Community Management Services

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good ✓ Satisfactory ___ Poor ___
2. Performed and Completed Punch List items timely: Yes ✓ No ___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No ___
4. Contractor's history of completing on schedule: Excellent ___ Good ✓ Satisfactory ___ Poor ___
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good ___ Satisfactory ___ Poor ___
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ___ Good ✓ Satisfactory ___ Poor ___
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No ___

Signature: Karen Walker - Home Program Manager

Printed Name: Karen Walker

Date: 12-11-2023

La Joya
Independent School District
Facilities Department
201 E. Expressway 83, La Joya, Texas 78560
Tel (956) 323-2129

Board of Trustees
Dr. Alda T. Benavides, President
Mary T. Hernandez, Vice-President
Esperanza "Espie" Ochoa, Secretary
Dr. Nereyda Cantú, Member
Alejandro "Alex" Cantú, Member

March 3, 2022

To Whom It May Concern:

As Facilities Executive Director for the La Joya Independent School District, I oversee all construction, renovations, and additions for this District. I have had the pleasure of working with G&G Contractors at Rosendo Benavides Elementary Roof Renovations Project and Juarez-Lincoln High School Drainage Improvement Projects.

The quality of work provided by this company was with the utmost professionalism and always with the best interest in mind for the District. Should you have any questions or need additional information, please do not hesitate to contact our office by calling (956) 323-2125.

Respectfully,

Jose L. Villarreal,
Executive Director for Facilities & Maintenance Operations

Date: February 28, 2022

To Whom It May Concern:

Subject: Letter of Recommendation for RG Enterprises, LLC dba G&G Contractors

We have had the pleasure of working with G&G Contractors on numerous projects over the years and they have always exceeded our expectations.

Besides performing exceptionally on time and on budget I found G&G Contractors to be very helpful, organized, forthright, ethical and reliable. Mr. Garza and his staff were always willing to give a helpful hand and professional advice over and above their normal contractual agreement for cost savings and efficient performance measures and changes. Warranty has never been a concern since G&G Contractors performs high quality workmanship and addresses any deficiencies before delivering a turnkey project.

I am fully confident that G&G Contractors will make amazing strides in future projects and will continue to perform to their clients' expectations, hence I fully recommend G&G Contractors for any ongoing and future projects.

Please contact my office with any questions.

Thank you,



Charlie Garcia III, RA, AIA
CG5 Architect

www.cg5architect.com
1314 E. 22nd St.
Mission, TX 78572
956.239.2438
956.648.0107

CHANIN
ENGINEERING, LLC

March 1, 2022

RE: G&G Contractors- Reference Letter

To Whom It May Concern:

G&G Contractors has provided The City of Mission and Brownsville ISD with their skilled construction services for the Bentsen Palm Community Park Shade Canopies and the Multi-Campus Canopy Upgrades project. Throughout the construction process they met the standards on our construction documents. Their staff and subcontractors kept in contact with our company displaying professionalism and knowledge in their field. G&G Contractors provided The City of Mission and Brownsville ISD with a quality product on time and within budget.

In my Professional opinion, G&G Contractors is an honorable choice for your construction needs. I am certain they can expedite any of your project requirements. If you have any questions please contact me, at my office.

Respectfully,



Miguel Chanin, PE
Principal-in-Charge

400 Nolana, Suite H2
McAllen, Texas 78504
T: (956) 687-9421 | F: (956) 687-3211
ChaninEngineering.com
TBPE Firm Registration No. F-9369

G & G
Contractors

Rene Garza
Project Manager

Education

Business Administration/Finance, University of Texas Pan American, 2004

Affiliations

Texas Historically Underutilized Business Certificate (HUB)
1800906079100 Ex. 05/02/2017
Section 3 Business Concern Certification

Qualifications

Over 15 years' experience of hands on experience in all areas of the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Experience with City, County and State government housing programs
Has experience and resources required to successfully perform any general contract job

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liability, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

Hidalgo County Urban County Housing Program
Fish and Wildlife Services
City of Harlingen CDBG
City of La Feria
City of Lyford
City of Elsa
City of Mission CDBG
Harlingen CISD
City of Brownsville
Hidalgo County Precinct # 2
Texas Health and Human Services
City of Edcouch

711 E. Wisconsin Rd.
Edinburg, Texas 78539
956-283-7040 Telephone
956-259-8046 Fax

City of La Joya
Hidalgo County Precinct # 4
Texas Parks & Wildlife Department
Edinburg CISD
Edinburg Housing Authority
Housing Authority of City of Brownsville
City of Edinburg CDBG
Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville

City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

REFERENCES

City of Mission
Eduardo Belmarez
956-580-8650

Hidalgo County Urban County Program
Monica Leal
956-351-1858

City of Lyford
Karen Rego Walker
512-452-0432

G & G
Contractors

Manuel Leal
Superintendent

Education

Bachelor of Arts, Minor Architecture, University of Texas at Austin, 1999

Qualifications

20 years experience in the construction industry

- Residential Construction
- Commercial Construction
- Site Work, Water/Sewer, Utility, Paving and Drainage

Remodeling/Reconstruction/Demolition experience

His experience in public relations helps promote better communication with Project Owner And subcontractors

Mr. Leal serves as Construction Supervisor overseeing the construction of ongoing projects. He has been with G&G Contractors for over six (6) years.

Experience

G&G Contractors has been serving the Rio Grande Valley since 2006. We have been providing reconstruction/rehabilitation construction for low income families for numerous governmental entities, throughout South Texas. Our scope of work has extended to include commercial construction, site work, utilities, paving drainage, water and sewer projects as well. Our company has impacted the infrastructure of the Rio Grande Valley over the years and we will continue to serve South Texas. We are HUB certified and Section 3 certified and maintain General Liabiltiy, Auto, and Worker's Comp Insurance as well as any required Bonding. Below is a list of our most recent clients.

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Texas Health and Human Services
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711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 -Phone
956-259-8046-Fax

G & G
Contractors

City of La Joya
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Edinburg Housing Authority
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Lower Rio Grande Valley Development Council
Texas General Land Office
Hurricane Dolly Disaster Recovery Program Round 2.2
Sharyland ISD
City of Raymondville

City of Alton
Hidalgo County Housing Authority
Willacy County
Weslaco ISD
Mission CISD
City of Mission
City of Harlingen CDC
South Texas College
San Benito CISD
City of Edinburg
City of Mission

REFERENCES

Gerry Lopez
PSJA ISD
956354-2075

David Iglesias
PBK Engineering
210-632-4074

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040 -Phone
956-259-8046-Fax

BID BOND

THE MAIN STREET AMERICA GROUP

Trusted Choice

CONTRACTOR: *(Name, legal status and address)*
RG Enterprises, LLC dba G&G Contractors
711 E. Wisconsin Rd.
Edinburg, TX 78539

SURETY: *(Name, legal status and principal place of business)*
NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

BOND AMOUNT: 5% Greatest Amount

PROJECT: *(Name, location or address, and Project number, if any)*
RFP NO. 2024-006 CITY OF EDINBURG - DOOLITTLE DETENTION POND

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023.

(Witness)

RG Enterprises, LLC dba G&G Contractors
(Principal) *(Seal)*
Rene Garza, President
(Title)

(Witness)

NGM Insurance Company
(Surety) *(Seal)*
Andy Alvarez
(Title) Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East,Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310.

68-9008 03/2015

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03120770

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dillon Minns** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 12th day of December, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

Docutrust #01546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1– GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RG Enterprises, LLC dba G&G Contractors		
Corporate Office Edinburg, Tx 78539			
Name:	Rene Garza	Phone number:	956-929-1567
Title:	Owner	Email address:	rgarzajr26@yahoo.com
Business address of corporate office:	711 E. Wisconsin Rd. Edinburg, Tx 78539		
Local Office Same as above			
Name:	Rene Garza	Phone number:	956-283-7040
Title:	Owner	Email address:	irma.gandgcontractors@gmail.com
Business address of local office:	711 E. Wisconsin Rd. Edinburg, Tx 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. Rene Garza, 100%		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2006	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rene Garza	Title:	Owner
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2– LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3– DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☒ HUBZone Business (Historically Underutilized) Business	Texas Comptroller of Public Accounts	8/12/2025
☐ Other		
☐ None		

ARTICLE 4– SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See Attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5– FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☒ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6– SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	NGM Insurance Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	400 W. Interstate 2 San Juan, Tx 78589

Physical Address (principal place of business):			
Phone (main):	956-787-8536	Phone (claims):	

ARTICLE 7– INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
VCM Insurance		Commercial General Liability	
		Commercial Auto	
		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	506 W. University Dr. Edinburg, Tx 78539		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8– CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	5
Estimate of revenue for the current year:	$9,423,177.28
Estimate of revenue for the previous year:	$11,385,796.08

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 17 years				
As a general contractor:	17	As a joint venturer:		N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9– REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RG Enterprises, LLC dba G&G Contractors
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Rene Garza
(typed or printed)

Title: Owner
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: Rene Garza
(typed or printed)

Title: Owner
(typed or printed)

Address:
711 E. Wisconsin Rd. Edinburg, Tx 78539

Phone: 956-283-7040-office 956-259-8046-fax

Email: irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com

Schedule A– Current Projects

Name of Organization	Willacy County				
Project Owner		Project Name	Railroad Spur Detention Pond		
General Description of Project					
Project Cost	$879,348.77	Date Project	1/15/2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Rene Garza	Manuel Leal	Adan Gonzalez	Rene Garza	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	City of McAllen	Project Name	Morris Park		
General Description of Project	Walking Trail, baseball, soccer fields, restrooms, pavillions, basketball courts etc.				
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of McAllen				
Designer					
Construction Manager	Eduardo Mendoza PE				

Project Owner	City of Mission	Project Name	Mission Lions Park		
General Description of Project	walking trails, soccer fields, baseball field, basketball courts, pavillions, etc.				
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Mission				
Designer					
Construction Manager	JP Terrazas				

Schedule B– Previous Experience with Similar Projects

Name of Organization	See Attached			
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual	Rene Garza		
Years of experience as project manager	20		
Years of experience with this organization	16		
Number of similar projects as project manager	300+		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mr. Garza, oversees the day to day operations of		20%	
G&G Contractors and as such manages all projects,			
schedules, budgets and quality control.			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	JP Terrazas	Name	David Flinn
Title/Position		Title/Position	P.E.
Organization	City of Mission	Organization	Ferris, Flinn & Medina
Telephone	956-249-1402	Telephone	956-364-2236
Email	jpterrazas@missiontx.us	Email	d.flinn@ferrisandflinn.com
Project		Project	HWWS
Candidate's role on project	Project Manager	Candidate's role on project	Project Engineer

Project Superintendent			
Name of individual	Manuel Leal		
Years of experience as project superintendent	20		
Years of experience with this organization	10		
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Hidalgo County All star Park		10%	12/2023
City of McAllen Morris Park		30%	3/2024
City of Mission Lions Park		50%	7/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Monica Leal	Name	
Title/Position	Program Coordinator	Title/Position	
Organization	Hidalgo County Urban County Program	Organization	
Telephone	956-358-1858	Telephone	
Email	monicaleal79@gmail.com	Email	
Project	CRC Youth Facility	Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Adan Gonzalez	
Years of experience as project manager		5	
Years of experience with this organization		2	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Raymondville			5/2023
City of Combes			6/2023
Hidalgo County Pueblo de Palmas Park			6/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Victor Gonzales	Name	Karen Rego-Walker
Title/Position		Title/Position	Grant Administrator
Organization		Organization	Langford Management
Telephone	281-780-2824	Telephone	512-452-0432
Email		Email	karen@lmsinc.com
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Rene Garza	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

COMPANY INFORMATION
1.01

Company Name:	RG Enterprises, LLC dba G&G Contractors	
Company Address:	711 E. Wisconsin Rd. Edinburg, TX 78539	
Telephone Number:	956-283-7040	
Fax Number:	956-259-8046	
Email:	irma.gandgcontractors@gmail.com rgarzajr26@yahoo.com	
Firm Established:	Rene Garza dba G&G	2006
	RG Enterprises, LLC dba G&G Contractors	2013
Parent Company:	None	
Principal Owner:	Rene Garza	
Type of Organization:	Limited Liability Corporation	

Company Background:

G&G Contractors was established in 2006 and in 2013 we became RG Enterprises, LLC dba G&G Contractors owned and operated by Rene Garza. G&G Contractors started the company building government housing for such entities such as, Harlingen CDBG Housing Program, Hidalgo County Urban County Program, Mission CDBG and the Lower Rio Grande Valley Development Council, Hurricane Dolly Housing Disaster Recovery Program Round 2.2. Over the years G&G Contractors has prospered and grown to include commercial and industrial projects, such as paving, hike and bike trails, walking trails, parks, irrigation, landscaping, demolition, metal fabrication and erection, commercial buildings etc. and we look forward to an even brighter future.

G&G Contractors prides itself on job performance in a time effective manner. In the last sixteen (16) years we have never failed to complete a project on schedule.

- G&G Contractors is HUB certified and Section 3 certified and maintains Commercial Liability, Auto and Workman's Comp Insurance as well as any required Bonding.
- G&G Contractors has always completed projects on time and within budget.
- G&G Contractors only uses reputable, reliable and experienced sub-contractors.
- G&G Contractors has the resources, manpower and sub-contractors to effectively accommodate our ongoing projects and easily add additional work. Our personnel and resources allow us to provide a turn-key service.
- G&G Contractors works with all entities involved on all our projects and maintains an open line of communication in order to achieve a successful project completion on schedule and within budget.
- We strive to achieve a good working relationship with our clients, city and county staff which enables us to proceed on schedule with little to no difficulties.
- G&G Contractors coordinates with subcontractors to ensure that all necessary precautionary measures are taken in order to result in the completed finished project with no delays or injuries.
- G&G Contractors has a full-time Construction Supervisor on site in order to maintain job integrity.

Owner: Rene Garza
Project Manager
Rgarzajr26@yahoo.com
956-929-1567

Manuel Leal
Construction Superintendent
Mleal.gandg@gmail.com
956-457-4880

Adan Gonzalez
Construction Superintendent
Adan.gandg@gmail.com
956-373-6808

Irma Rodriguez
Accounting
Irma.gandgcontractors@gmail.com
956-283-7040

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/14/2013

Effective: 03/15/2013

John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 18, 2013

Attn: RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135
Assumed Name:
G&G Contractors LLC

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 03/20/2013

Effective: 03/20/2013





John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 20, 2013

RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

Assumed Name:
G&G Contractors LLC

File Date: 03/20/2013

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

1.03

RG Enterprises, LLC dba G&G Contractors is not owned in whole or in part by any other entity or affiliated with any other business.

1.04

Rene Garza, is the Sole Member of
RG Enterprises, LLC dba G&G Contractors

2.01

RG Enterprises, LLC dba G&G Contractors is registered in all cities and counties within the Rio Grande Valley to provide Construction Services in South Texas

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1800906079100**
Approval Date: **August 12, 2021**
Scheduled Expiration Date: **August 12, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RG ENTERPRISES LLC DBA G&G CONTRACTORS

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 12, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

4.01

SAFETY POLICY

for

G&G CONTRACTORS

Safety Policy
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G&G CONTRACTORS

Safety Policy

I. OBJECTIVE

The Safety Policy of G&G Contractors is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards 1926 and 1910 are available for all employees= use and reference. These Standards shall be available in the home office at all times and will be sent to the jobsite on request.

Compliance with the following Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement has been given primarily to the owner of G&G Contractors, Rene Garza. The Construction Supervisors share in this responsibility as well.

II. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well-being of our employees, subcontractors, and customers, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

III. APPLICABILITY

This Safety Policy applies to all employees of G&G Contractors, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

IV. IMPLEMENTATION

This Safety Policy supports six fundamental means of maximum employee involvement:

A. Management commitment to safety.
B. Weekly tool box safety meetings at all jobsites.
C. Effective job safety training for all categories of employees.
D. Job hazard analysis provided to all employees.
E. Audio and/or visual safety presentations given at jobsites by the Construction Supervisors.
F. Various incentive awards for exemplary safety performance.

The Construction Supervisors will meet at least once a month to evaluate all areas of safety and make recommendations to the company president.

V. ADMINISTRATION

The Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided by ***Construction Supervisors*** as requested. Each supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. Each supervisor must also ensure that all accidents are thoroughly investigated and reported to Construction Supervisors on the same day of the occurrence.

VI. REPORTING OF INJURIES

All employees will be held accountable for filling out a "A Notice of Injury Form" immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their supervisor/leadman/foreman/superintendent/project manager, etc. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

A. How they think they hurt themselves.
B. What they were doing at the time.
C. Who they were working with at the time.
D. When and where it happened.
E. Other pertinent information that will aid in the investigation of the incident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and they may result in immediate termination, in accordance with company policy.

VII. NOTIFICATIONS

A. In Case of Serious Injury or Death

After the injured has been taken to the hospital, the leadman/foreman/supervisor shall notify the main office and Construction Supervisor as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the

time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The Construction Supervisor will assist in the investigation. The completed accident report form will be sent to the main office.

B. In Case of Inspection by OSHA Inspector

The leadman/foreman/supervisor must notify Construction Supervisor that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspector=s visit on the jobsite as pleasant and timely as possible.

VIII. BASIC SAFETY RULES

A. Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.

B. All injuries, regardless of how minor, must be reported to your supervisor and the Safety Office immediately. An employee who fails to fill out a "Notice of Injury Form" and send it to the Safety Office can be issued a safety violation notice and may be subject to termination, in accordance with company policy. In the event of an accident involving personal injury or damage to property, all persons involved in any way will be required to submit to drug testing.

C. Hard hats will always be worn by all employees on the project site. The bill of the hard hat will always be worn in front. Alterations or modifications of the hat or liner is prohibited. Crane operators, when in an enclosed cab, have the option of not wearing a hard hat due to the possible obstruction of view.

D. Safety glasses will always be worn as the minimum-required eye protection. Additional eye and face protection such as mono-goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air or handling chemicals, acids and caustics. Burning goggles for cutting, burning or brazing and welding hoods for welding, etc., are required.

E. Fall Protection Requirements

1. Full body harnesses and lanyards shall be worn and secured any time there is a fall hazard of more than six (6) feet.
2. Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of 2-inch diameter wire rope. Vertical lifelines shall be 3/4-inch manila rope or equivalent and shall be used in conjunction with an approved rope grab.
3. Structural steel erectors are required to "hook up" with full body harness and lanyard.
4. Employees using lanyards to access the work or position themselves on a wall or column, etc., must use an additional safety lanyard for fall protection.

5. Manlifts must be used properly. As soon as an employee enters an articulating boom lift and before the lift is started, the employee must put on the harness and attach the lanyard to the lift. Employees are not required to wear harnesses on scissor lifts.

F. Clothing must provide adequate protection to the body. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will always be worn. No shorts are to be worn on projects. All employees, except welders and burners, must tuck shirt tails inside trousers. Burners and welders will not be permitted to wear polyester or nylon clothing. Sturdy work boots with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted. Steel-toed tennis shoes with the ANSI label are the only alternative to the leather work boot.

G. All personnel will be required to attend safety meetings as stipulated by project requirements in order to meet OSHA Safety Standards.

H. Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. When drugs are prescribed by a physician, the construction supervisor must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.

I. Housekeeping shall be an integral part of every job. Supervisors\foremen\leadmen and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when a job is finished at the end of the day.

J. Burning and cutting equipment shall be checked daily before being used. Flash back arresters shall be installed at the regulators on both oxygen and LP bottles. All gas shall be shut off and hoses disconnected from bottles and manifolds at the end of the work day. Caps shall be replaced on bottles when gauges are removed. When gauges are removed and caps replaced, the oxygen and LP bottles shall be separated into storage areas no less than 20 feet apart with a "A No Fire or Smoking" sign posted and a fire extinguisher readily available. Makeshift field repairs will not be allowed.

K. Drinking water containers are to be used for drinking water and ice only. Tampering with or placing items such as drinks in the water cooler will result immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.

L. All tools whether company or personal, must be in good working condition. Defective tools will not be used. Examples of defective tools include chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.

M. All extension cords, drop cords, and electrical tools shall be checked, properly grounded with ground fault interrupters (GFI=s), and color-coded by a designated competent person each month. This shall be part of the assured grounding program.

Cords and equipment that do not meet requirements shall be immediately tagged and removed from service until repairs have been made.

N. "Horseplay" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.

O. Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.

P. The jobsite speed limit is 10 MPH. No employee is permitted to ride in the bed of a truck standing up or sit on the outside edges of a truck. Employees must be sitting down inside the truck or truck bed when the vehicle is in motion. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity for transporting personnel.

Q. Adequate precautions must be taken to protect employees and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further than 50 feet away from all hot work. Used fire extinguishers must be returned to Construction Supervisor to be recharged immediately. Use of welding blinds is required in high traffic areas.

R. All scaffolding and work platforms must be built and maintained in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three (3) feet past the working surface. Metal ladders around electrical work are prohibited. A step ladder shall never be used as an extension ladder. A step ladder must only be used when fully opened with braces locked.

S. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face or clothing.

T. Report all unsafe conditions and near accidents to construction supervisor so corrective action can be taken.

U. All floor openings or excavations shall be barricaded on all sides to ensure employees are aware of the hazards. Floor holes shall be covered, with the covers secured and clearly marked.

V. Warning signs, barricades, and tags will be used to fullest extent and shall be obeyed.

W. Scaffold Tag System

1. Green tags are to be placed on 100 percent complete scaffolds with all braces, locks and hand, mid, and toe rails in place before use.

2. Yellow tags indicate incomplete scaffolds. If scaffold is missing a hand, mid, or toe board, it must have a yellow tag and employees on it must always be tied off.
3. Red tags indicate scaffolds that are in the process of either being erected or disassembled. These scaffolds are not to be used at any time.
4. Scaffold tags should be placed in a highly visible location on the scaffolds for all employees to see.

X. All OSHA Safety Standards will be followed for job processes requiring respiratory protection. ***SEE RESPIRATORY PROTECTION PROGRAM.***

Y. All OSHA Safety Standards will be followed during excavation. ***SEE EXCAVATION PROGRAM.***

Z. All OSHA Safety Standards concerning confined space entry will be followed. ***SEE CONFINED SPACE PROGRAM.***

AA. All OSHA Safety Standards concerning lockout/tagout of energized equipment will be followed. ***SEE LOCKOUT/TAGOUT PROGRAM***

BB. All OSHA Safety Standards will be followed for job processes requiring fall protection. ***SEE FALL PROTECTION PROGRAM.***

IX. ENFORCEMENT OF SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations by construction supervisors.

A. Any violation of safety rules can result in suspension or immediate termination.
B. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
C. Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that G&G Contractors is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

ATTACHMENT A

JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations.

A. Safety Rules

_____ Hard hats and safety glasses worn.
_____ Shirts with sleeves worn.
_____ Work shoes worn.
_____ Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.
_____ Work areas safe and clean.
_____ Safety mono-goggles/face shields worn when circumstances warrant.
_____ Electrical cords and equipment properly grounded with GFI's in place and checked by a competent person.
_____ No use of alcoholic beverages or controlled substances.
_____ Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.
_____ All scaffolds built to specifications as established by OSHA.
_____ Excavation/trenches sloped or shored as established by OSHA.
_____ Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Recordkeeping

_____ OSHA poster "Safety and Health Protection on the Job" posted.
_____ OSHA " 200 Log or Occupational Injuries and Illnesses" posted during the month of February only.
_____ Hard hat sign posted in a conspicuous manner.
_____ Weekly safety meeting sign-in logs maintained in a folder with a copy forwarded to the main office weekly.

C. Housekeeping and Sanitation

_____ General neatness.
_____ Regular disposal of trash.
_____ Passageways, driveways, and walkways clear.
_____ Adequate lighting.
_____ Oil and grease removed.
_____ Waste containers provided and used.
_____ Adequate supply of drinking water.
_____ Sanitary facilities adequate and clean.
_____ Adequate ventilation.

D. First Aid

_____ First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.
_____ Trained first aid personnel.
_____ Injuries promptly and properly reported.

E. Personal Protective Equipment

_____ Hard hats.
_____ Hearing protection.
_____ Eye and face protection.
_____ Respiratory protection.
_____ Fall protection.

F. Fire Protection

_____ Fire extinguishers charged and identified.
_____ A No Smoking@ signs posted.
_____ Flammable and combustible material storage area.
_____ Fuel containers labeled.

G. Hand and Power Tools

_____ Tools inspected.
_____ Power tools properly guarded.
_____ Safety guards in place.

H. Welding & Cutting

_____ Compressed gas cylinders secured in vertical position.
_____ Hoses inspected.
_____ Cylinders, caps, valves, couplings, regulators, and hoses free of oil and grease.
_____ Caps on cylinders in storage in place.
_____ Flash back arresters in place.
_____ Welding screens in place.
_____ Fuel and oxygen cylinders separated in storage.

I. Electrical

_____ All portable tools and cords properly grounded [Ground Fault Interrupters (GFI=s) properly installed.]
_____ Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.

_____ Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GFI) to the proper terminal made every month and:

1. Prior to first use.
2. Prior to return to service after repairs.
3. Prior to return to service after incident that may have caused damage to cord or equipment.

_____ Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

J. Ladders

_____ Inspected at regular intervals.
_____ No broken or missing rungs or steps.
_____ No broken or split side rail.
_____ Extend at least 36 inches above landing and be secured.
_____ Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

K. Scaffolding

_____ Inspected at regular intervals.
_____ Footings are a sound ridge and capable of carrying maximum intended load.
_____ Tied into building vertically and horizontally at 14 foot intervals.
_____ Properly cross-braced.
_____ Proper guardrails and toe boards.
_____ Scaffold planks capable of supporting at least four (4) times the maximum intended load.
_____ No unstable objects such as concrete blocks, boxes, etc., used as scaffold foundations.
_____ Use of OSHA Scaffold Tagging Program.

L. Guardrails, Handrails and Covers

_____ Guardrails, handrails and covers installed wherever there is danger of employees or materials falling through floors, roots or wall openings and shall be guarded on all exposed sides.
_____ Posts at least 2 x 4 stock and spaced no more than eight (8) feet apart.
_____ Top rail 42 inches above the floor and of 1 x 4 stock.
_____ Intermediate rail 21 inches above the floor and of 1 x 4 stock.
_____ Guardrail assemblies around floor openings equipped with toe boards. Toe boards at least four (4) inches above the floor level with no more than 1/4-inch clearance above the floor level, when there are employees below or when conditions dictate.
_____ Hole covers permanently attached to the floor or structure and identified with a hole cover sign stenciled with the word "Danger". Hole covers for holes two (2) inches or greater in diameter made of at least 3/4-inch plywood or heavier.

M. Material Hoists

_____ Inspected at regular intervals.
_____ Operating rules posted at operators' station.
_____ "No Rider" signs prominently posted at all stations.
_____ All entrances properly protected.
_____ All entrance bars and gates painted with diagonal contrasting stripes.
_____ Experienced operators.
_____ Current crane certification inspection sticker and papers on the rig.

N. Motor Vehicles

_____ Lights, brakes, tires, horn, etc., inspected at regular intervals.
_____ No overloaded vehicles.
_____ Trash trucks have covers.
_____ No riding on the edge of pickup truck beds.
_____ No riding on concrete trucks, loaders, backhoes, etc.
_____ Functioning back-up alarms on loaders, tractors, backhoes, etc.
_____ Fire extinguishers installed and readily available.
_____ Seat belts worn always.

O. Material Storage and Handling

_____ Material at least two (2) feet from edge of excavation site.
_____ Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
_____ Inventory maintained and inspected frequently.
_____ Proper protective gear worn when handling chemicals.

P. Concrete, Concrete Forms and Shoring

_____ Full body harnesses as positioning devices for employees tying rebar greater than six (6) feet above adjacent working surface have
_____ Automatic shut-off switches on trowel machines.
_____ No riding on concrete buckets or flying forms.
_____ All forms properly shored.
_____ Single post shores braced horizontally.

Q. Use of Cranes and Derricks

_____ Prohibition of the use of cranes or derricks to hoist employees on a personal platform except in the situation where no safe alternative is possible.

ATTACHMENT B

SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available from the Construction Supervisors always. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Superintendent to ensure that all required equipment is present and in good condition.

_____ Safety goggles, shields, and glasses.
_____ Hearing protection.
_____ Respirators.
_____ Hard hats.
_____ Fire extinguishers (properly charged).
_____ First aid kit (check list inside kit).
_____ Stretcher or stroke litter (tool room).
_____ Welding masks and goggles.
_____ Storage racks for compressed gases.
_____ Guards on all power tools.
_____ Trash barrels.
_____ OSHA forms posted.
_____ Company "Safety Policy" packet posted.
_____ Company "Hazardous Communication Program" packet posted.
_____ Emergency vehicle (vehicle designated to carry injured to hospital).

ATTACHMENT C

SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date: _____

Topic: _____

Safety Meeting Conducted By:

_____

Employee Name (printed)	**Employee Signature**	**Job Title**

ATTACHMENT D

EMPLOYEE ACKNOWLEDGMENT

I state that I have attended the safety orientation, and have read and received a copy of the G&G Contractors safety rules and regulations.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.

_____

EMPLOYEE SIGNATURE

_____

DATE

_____

CONSTRUCTION SUPERVISOR SIGNATURE

_____

DATE

cc: Rene Garza

4.02

Dear VIOLA ALLEN :

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES, LLC does not qualify for a 10/11/2021 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.00 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Thank you,

Antonio Harris
Client Service Analyst, Customer Operations
National Council on Compensation Insurance
The Source You Trust
901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362
800-622-4123 Option 4
Modmail@ncci.com | NCCI.com

4.02

Dear VIOLA ALLEN :

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES, LLC does not qualify for a 10/11/2021 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.00 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Thank you,

Antonio Harris
Client Service Analyst, Customer Operations
National Council on Compensation Insurance
The Source You Trust
901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362
800-622-4123 Option 4
Modmail@ncci.com | NCCI.com

November 27, 2017

Dear RG ENTERPRISES LLC,

Thank you for your inquiry. I have researched our files and have determined that:

Due to insufficient premium, RG ENTERPRISES LLC does not qualify for a 03/15/2017 experience modification.

Please refer to the ***Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance***, Rule 2-A-2, State Table of Subject Premium Eligibility Amounts, for complete details.

The qualifications for Texas are $10,000 for the last year or two years, or $5,000 for an average within the experience period.

In view of the information provided above, per Rule 1-C-8, of the ***Experience Rating Plan Manual***, a unity modification of 1.0 applies.

If you have any questions, please contact our office at 800-622-4123 and select the Experience Rating option or via modmail@ncci.com.

Sincerely,

Customer Service

TexasMutual®
WORKERS' COMPENSATION INSURANCE

RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TX 78539-7007

Loss Run Report

Summary for Policies
0001221990 03/15/2017 to 03/15/2018
0001221990 03/15/2018 to 06/17/2018
0002021908 10/11/2018 to 10/11/2019
0002021908 10/11/2019 to 10/11/2020
0002021908 10/11/2020 to 10/11/2021

Claims as of: 04/23/2021

No losses for the policy period(s).

Let us help make your workplace safer and more productive.
Visit our safety resource center at www.texasmutual.com.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2019

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
nidia@deaver-saldivarcpafirm.com

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2019

Assets

Current Assets		
Cash in Bank	$	364,413
Accounts Receivable, Net		739,850
Retainage Receivable		180,607
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		1,007,258
Built to SPEC Homes - Available for Sale		119,172
Built to SPEC Homes - In Progress		111,894
Total Current Assets		**2,523,194**
Property and Equipment		
Vehicles		53,500
Leasehold Improvements		199,823
Land		1,289,245
Total Property and Equipment		**1,542,568**
Less: Accumulated Depreciation		(50,138)
Property and Equipment, Net		**1,492,430**
Total Assets	$	**4,015,624**

Liabilities and Member's Equity

Current Liabilities		
Accounts Payable	$	0
Accrued Expenses		26,960
Property Taxes Payable		8,699
Payroll Liabilities		960
Subcontractor Retainage Payable		47,798
Advances on Built to SPEC Homes		56,802
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		428,534
Current Portion of Long-Term Debt		23,509
Total Current Liabilities	$	**593,262**

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2019

Liabilities and Member's Equity (Continued)

Long-Term Liabilities	
Notes Payable	$ 1,039,296
Less: Current Portion of Long-Term Debt	(23,509)
Total Long-Term Liabilities	**1,015,787**
Total Liabilities	**1,609,049**

Member's Equity (Deficit)

Member's Equity	
Member's Equity	2,406,575
Total Member's Equity (Deficit)	**2,406,575**
Total Liabilities and Member's Equity (Deficit)	**$ 4,015,624**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
STATEMENT OF INCOME
For the Year Ended December 31, 2019

	Amount	Percentage of Revenue
Revenue		
Construction Revenue	$ 8,526,708	86.9%
Built to SPEC Homes Sales	1,285,430	13.1%
Total Revenue	9,812,138	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs Construction	7,219,769	73.6%
Cost of Revenue - Direct Costs SPEC Homes	1,306,266	13.3%
Cost of Revenue - Indirect Costs	229,103	2.3%
Depreciation	21,693	0.2%
Total Cost of Revenue	8,776,831	89.4%
Gross Profit	1,035,307	10.6%
Expenses		
General and Administrative Expenses	199,416	2.0%
Total Expenses	199,416	2.0%
Operating Income (Loss)	835,891	8.5%
Other Income (Expense)		
Other Income	6,006	0.1%
Interest (Expense)	(57,208)	-0.6%
Total Other Income (Expense)	(51,202)	-0.5%
Net Income	$ 784,689	8.0%

STATEMENT OF CHANGES IN MEMBER'S EQUITY

Member's Equity - January 1, 2019	$ 1,866,299
Net Income (Loss)	784,689
Contributions from Member	0
Distributions to Member	(244,413)
Member's Equity - December 31, 2019	$ 2,406,575

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS

FINANCIAL STATEMENTS
and
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

For the Year Ended December 31, 2020

DEAVER & SALDIVAR CPA FIRM, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
3516 E. EXPRESSWAY 83, SUITE 109
WESLACO, TEXAS 78596
PHONE: 956-622-9742, 956-592-7150 FAX: 956-968-8780
www.deaver-saldivarcpafirm.com

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2020

Assets

Current Assets		
Cash in Bank	$	86,371
Accounts Receivable, Net		2,470,169
Retainage Receivable		164,717
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts		315,587
Built to SPEC Homes - Available for Sale		150,337
Built to SPEC Homes - In Progress		381,834
Total Current Assets		**3,569,015**
Property and Equipment		
Vehicles		53,500
Leasehold Improvements		316,003
Land		1,289,245
Total Property and Equipment		**1,658,748**
Less: Accumulated Depreciation		(80,092)
Property and Equipment, Net		**1,578,656**
Total Assets	$	**5,147,671**

Liabilities and Member's Equity

Current Liabilities		
Accounts Payable	$	117,187
Accrued Expenses		93,321
Property Taxes Payable		6,299
Payroll Liabilities		960
Subcontractor Retainage Payable		37,689
Advances on Built to SPEC Homes		71,025
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts		299,680
Current Portion of Long-Term Debt		27,013
Total Current Liabilities	$	**653,174**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
BALANCE SHEET
As of December 31, 2020

Liabilities and Member's Equity (Continued)

Long-Term Liabilities	
Notes Payable	$ 1,165,537
Less: Current Portion of Long-Term Debt	(27,013)
Total Long-Term Liabilities	**1,138,524**
Total Liabilities	**1,791,698**

Member's Equity (Deficit)

Member's Equity	
Member's Equity	3,355,973
Total Member's Equity (Deficit)	**3,355,973**
Total Liabilities and Member's Equity (Deficit)	**$ 5,147,671**

See Independent Accountants' Review Report and Notes to Financial Statements.

RG ENTERPRISES, LLC. DBA G&G CONTRACTORS
STATEMENT OF INCOME
For the Year Ended December 31, 2020

	Amount	Percentage of Revenue
Revenue		
Construction Revenue	$ 12,933,783	98.9%
Built to SPEC Homes Sales	146,261	1.1%
Total Revenue	13,080,044	100.0%
Cost of Revenue		
Cost of Revenue - Direct Costs Construction	11,295,285	86.4%
Cost of Revenue - Direct Costs SPEC Homes	125,848	1.0%
Cost of Revenue - Indirect Costs	218,221	1.7%
Depreciation	29,954	0.2%
Total Cost of Revenue	11,669,308	89.2%
Gross Profit	1,410,736	10.8%
Expenses		
General and Administrative Expenses	195,973	1.5%
Total Expenses	195,973	1.5%
Operating Income (Loss)	1,214,763	9.3%
Other Income (Expense)		
Other Income	10,000	0.1%
Bad Debt (Expense)	(24,374)	-0.2%
Interest (Expense)	(55,432)	-0.4%
Total Other Income (Expense)	(69,806)	-0.5%
Net Income	$ 1,144,957	8.8%

STATEMENT OF CHANGES IN MEMBER'S EQUITY

Member's Equity - January 1, 2020	$ 2,406,575
Net Income (Loss)	1,144,957
Contributions from Member	65,187
Distributions to Member	(260,746)
Member's Equity - December 31, 2020	$ 3,355,973

See Independent Accountants' Review Report and Notes to Financial Statements.

VIP
Valley Insurance Providers

P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577
tel:(956) 787-8536
fax:(956) 787-7232

February 21, 2020

To Whom It May Concern,

It has been the privilege of Valley Insurance provider and Insurers Indemnity Company to provide surety bonds on behalf of G&G Contractors for over 10 years, during which time G&G Contractors, has performed and we have issued performance and payment bonds for contracts valued in the range of $5,000,000. In our opinion G&G Contractors remains properly financed, well equipped and capably managed. During this time, Insurers Indemnity Company has had no claim issues. Any consideration given to our valued client; G&G Contractors will be greatly appreciated.

At the present time, Insurers Indemnity Company provides a $5,000,000.00-single project/$8,000,000.00 aggregate surety program to G&G Contractors. As always Insurors Indemnity Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing. We assume no liability, if for any reason, we do not execute such bonds.

Insurors Indemnity Company is listed on the U.S. Treasury Department's listing of Approved Sureties (2005 Department Circular 570) and has an AM Best Rating of A-with a Financial Size Category of V.

Respectfully submitted,

Andy Alvarez
Attorney-In-Fact

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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

VCM Insurance
506 West University Drive
Edinburg, TX 78539
License #: 2930812

CONTACT NAME: ROLAND VILLARREAL
PHONE (A/C, No, Ext): (956) 330-4396 FAX (A/C, No):
E-MAIL ADDRESS: Info@vcminsurance.com

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Kinsale Insurance Co. — 38920
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED

R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			0100234494-0	4/10/2023	4/10/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insured's Use Only

CANCELLATION

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

ROLAND VILLARREAL

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2023

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

EDDIE VILLARREAL INSURANCE AGENCY
506 W University Dr
Edinburg, TX 78539
License #:691729

CONTACT NAME: Viola Allen (VR)
PHONE (A/C, No, Ext): (956)381-0951 FAX (A/C, No): (956)379-6751
E-MAIL ADDRESS: vallen@twfg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Insurance Co	25135
INSURER B : Texas Mutual Insurance Co	13196
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

R G ENTERPRISES, LLC
DBA G & G CONTRACTORS
711 E WISCONSIN RD
EDINBURG, TX 78539 TX 78539

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS			10121163CA	3/14/2023	3/14/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A			0002021908	10/11/2022	10/11/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

For Insured's Use Only

CANCELLATION

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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The ACORD name and logo are registered marks of ACORD

8.01

RG Enterprises, LLC dba G&G Contractors

Currently has 5 full time employees and 20 full time subcontractors that work exclusively on G&G Contractor projects

CONTRACTS ON HAND
SCHEDULE "A"

OWNER	PROJECT DESCRIPTION	CONTACT	ENGINEER	CONTACT INFORMATION	CONTRACT AMOUNT	COMPLETION DATE
CONTRACTS ON HAND						
WILLACY COUNTY	RAILROAD SPUR DETENTION POND	JOSE LUIS MUNOZ, PE	GUZMAN & MUNOZ ENGINEERING & SURVEYING		$ 879,348.77	Mar-24
CITY OF MCALLEN	MORRIS PARK	EDUARDO MENDOZA, PE	CITY OF MCALLEN	956-681-1151	$ 1,348,935.00	Mar-24
CITY OF MISSION	MISSION LIONS PARK	JP TERRAZOS	CITY OF MISSION	956-580-8667	$ 5,036,821.00	Jul-24
EDINBURG CISD	TRUMAN GYM RENO	ELI ALVARADO	ALVARADO ARCHITECT	956-464-8258	$ 1,014,987.00	Apr-24
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	SOUTH MAIN DRAIN	HCDD#1			$ 6,785,156.16	Jan-25

PAST EXPERIENCE
SCHEDULE "B"

OWNER	PROJECT DESCRIPTION	CONTACT	ENGINEER	CONTACT INFORMATION	CONTRACT AMOUNT	COMPLETION DATE
CIT OF RAYMONDVILLE	1 RECONSTRUCTION HOME	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 129,000.00	Aug-23
URBAN COUNTY	11 RECONSTRUCTION HOMES	STEVEN DE LA GARZA	SAMES	956-787-8217	$ 1,314,800.00	Dec-23
CITY OF MISSION	STIWART "A" DRAINAGE IMPROVEMENTS	JAVIER HINOJOSA	JE HINOJOSA	956-668-1588	$ 3,323,780.34	11/1/2023
HIDALGO COUNTY	SULLIVAN CITY LIBRARY	JOSE C. GARCIA	ARKIIFORM ARCHITECTURE	956-239-2438	$ 1,151,605.00	11/1/2023
LA JOYA ISD	FLORES & LEO J LEO SANITARY SEWER	EGMIDIO SALINAS	M2 ENGINEERING	956-600-8628	$ 294,397.54	7/1/2023
TEXAS SOUTHMOST COLLEGE	OLIVEIRA STUDEN SERVICES RESTROOM ADDITIONS	RAUL HERNANDEZ	SPACIO D&C	956-687-5562	$ 481,574.00	6/1/2023
HIDALGO COUNTY	PCT 4 ALL STAR PARK	DAVID RIVERA	B2Z ENGINEERING	956-585-3773	$ 1,772,500.00	110/1/2023
MISSION HOUSING AUTHORITY	PALM PLAZA RENOVATIONS	MILO SALINAS	M2ENGINEERING	956-600-8628	$ 1,125,600.00	6/1/2023
CITY OF BROWNSVILLE	METRO EAST TRANSFER STATION	RAYMOND D. GIGNAC	GIGNAC ARCHITECTS	956-686-0100	$ 1,035,188.50	12/1/2022
CITY OF HARLINGEN	ARROYO COLORADO HIKE AND BIKE	COLTON PHILLIPP, PE	HANSON PROFESSIONAL	956-541-1155	$ 1,456,970.89	6/1/2023
HCDD #1	JACKSON ROAD DRAINAGE	ALFONSO QUINTANILLA	QUINTANILLA HADLY & ASSOCIATES	956-381-6480	$ 1,691,022.96	6/1/2023
CITY OF RAYMONDVILLE	2 NEW HOMES	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 248,650.00	3/1/2023
CITY OF COMBES	ANIMAL SHELTER	RICHARD LEFEVRE	LEFEVRE MANAGEMENT	956-540-9428	$ 517,374.00	6/1/2022
HIDALGO COUNTY	PUEBLO DE PALMA PARK	MIGUEL CHANIN	CHANIN ENGINEERING	956-687-9421	$ 855,808.00	10/1/2022
HARLINGEN CISD	FIRST RESPONDERS ACADEMY	DILLON REDDING	MEGAMORPHOSIS	956-428-1779	$ 381,300.00	12/1/2022
CITY OF MISSION	ROOF REPLACEMENT FIRE DEI	PETER GEDDES	CITY OF MISSION	956-580-8667	$ 27,700.00	12/1/2021
URBAN COUNTY	2 GLO HOMES-ELSA & DONNA	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127		3/1/2022
CITY OF EDINBURG	FENCING	LUIS RODRIGUEZ	CITY OF EDINBURG	956-388-1895	$ 24,862.50	3/1/2022
CITY OF BROWNSVILLE	CIP DISTRICT #3 STREET PAVING & DRAINAGE IMPROVEMENTS	ARMANDO GUTIERREZ	CITY OF BROWNSVILLE	956-546-4357	$ 4,090,547.25	7/1/2022
MISSION CISD	TOM LANDRY STADIUM REPAIRS	ALBERT TREVINO	HINOJOSA ENGINEERING	956-581-0143	$ 1,024,850.00	2/1/2022
CITY OF PORT ISABEL	1 HOUSING PROJECT	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 131,000.00	4/1/2022
CITY OF COMBES HOUSING	3 NEW HOMES	KAREN WALKER	LANGFORD MANAGEMENT	512-452-0432	$ 375,000.00	4/1/2022
URBAN COUNTY	3 NEW HOMES	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$ 310,400.00	7/1/2022
SAN BENITO HOUSING AUTHORITY	2 NEW SINGLE FAMILY HOMES-12	YVETTE T. NIETO	SAN BENITO HOUSING AUTHORITY	956-399-7501	$ 239,000.00	1/1/2022

CITY OF HARLINGEN CDBG	2 NEW HOMES-OKLAHOMA, C ST.	SANDY WOLFF	CITY OF HARLINGEN	956-216-5180	$	153,200.00	12/1/2021
LA JOYA ISD	JUAREZ LINCOLN HS DRAINAGE	MILO SALINAS	M2ENGINEERING	956-600-8628	$	497,077.71	2/1/2022
CITY OF LOS INDIOS	VETERANS PARK IMPROVEMENTS	IRIS CANTU	HANSON PROFESSIONAL SERVICES, INC.	956-541-1155	$	800,637.47	12/1/2021
MISSION CISD	CANOPIES AND WALKWAYS	DORA GARCIA	MISSION CISD	956-323-5524	$	285,800.00	Dec-21
WEBB COUNTY	MIRANDO CITY WATER WELL PROJECT	JOSE ANGEL LOPEZ III, CTPM	PORRAS NANCE ENGINEERING	956-523-4125	$	336,012.80	Dec-21
CITY OF HARLINGEN	9TH & 13TH DRAINAGE IMPROVEMENTS	JOSE A. SANCHEZ	CITY OF HARLINGEN	956-216-5283	$	2,591,644.70	Dec-21
CITY OF EDINBURG	STADIUM DR. AND DAWSON DRAINAGE IMPROVEMENTS	DAVID PEREZ	PEREZ CONSULTING ENGINEERS	956-631-4482	$	2,020,515.89	Jan-22
LA JOYA ISD	ROSENDO BENAVIDES ELEMENTARY SCHOOL ROOF RENOVATIONS	JOSE C. GARCIA	ARKIIFORM ARCHITECTURE	956-239-2438	$	1,672,125.00	Jan-22
URBAN COUNTY	3 NEW CONSTRUCTION	STEVEN DE LA GARZA	URBAN COUNTY	95-787-8127	$	234,200.00	8/1/2021
URBAN COUNTY	1 NEW HOME	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	76,400.00	9/1/2021
URBAN COUNTY-GLO	2-NEW HOUSE-TREVINO/VANEGAS	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	159,555.00	Sep-21
TEXAS HEALTH HUMAN SERVICES	RIO GRANDE STATE CENTER SEWER LIFT STATION	KATRINIA ENDER	THHS	512-406-2428	$	307,000.00	Oct-21
HIDALGO COUNTY URBAN COUNTY HOUSING PROGRAM	2 RECONSTRUCTION HOMES IN THE COUNTYWIDE AREA	STEVEN DE LA GARZA	URBAN COUNTY	956-787-8127	$	150,000.00	Jul-21
HARLINGEN CISD	BASEBALL FIELD BACKSTOPS	DILLON REDDING	MEGAMORPHOSIS DESIGN	956-428-1779	$	207,875.00	6/1/2021
CITY OF HARLINGEN	HEB TENNIS PENDLETON PARK	CHRIS SIAS	MEGAMORPHOSIS	956-428-1779	$	684,382.00	Oct-21
TPWD	RESACA DE LA PALMA ROOF REPLACEMENT	JOANN HERNANDEZ	PDG ARCHITECTS	512-389-4347	$	135,500.00	5/1/2021
HARLINGEN WATERWORKS SYSTEM	TREASURE HILLS WATERLINE	FERRIS, FLINN & MEDINA, LLC	DAVID FLINN, PE	956-364-2236	$	2,678,404.28	Apr-21
BROWNSVILLE ISD	CANOPY UPGRADES	MIGUEL CHANIN	CHANIN ENGINEERING, LLC	956-687-9421	$	1,532,748.00	Feb-21

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 2023.

RG Enterprises, LLC dba G&G Contractors
Name of Bidder

Signature of Bidder

Rene Garza, Owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Backhoe	X	
Trencher	X	
Sweeper	X	
Bobcat	X	
Dump Truck	X	
Generators	X	
Misc Hand Tools	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	McCoy's Building Supplies
	J-III Concrete
	GC Steel
	CAPA

BIDDER

Executed this: 12 Day of : December 20. 23

By: RG Enterprises, LLC dba G&G Contractors
BIDDER

Title: Rene Garza, Owner

NOTARY PUBLIC

State of Texas

County of:

Subscribed and sworn to before me this: 12 day of December 2023

NOTARY PUBLIC

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

END OF SECTION

G & G
Contractors

December 12, 2023

City of Edinburg
415 W. University Dr.
Edinburg, Tx 78539

Dear Sir/Madam,

The undersigned party certifies that RG Enterprises, LLC dba G&G Contractors complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (not found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Rene Garza
Printed Name

Signature

Owner
Position in bidding company

12/12/2023
Date

711 E. Wisconsin Rd.
Edinburg, Texas 78539

956-283-7040-Phone
956-259-8046-Fax

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Rene Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Owner, of
[Title]

RG Enterprises, LLC dba G&G Contractors
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

IRMA H. RODRIGUEZ
My Notary ID # 12332674
Expires March 25, 2026

Notary Public in and for the State of TEXAS

Irma H Rodriguez
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: March 25, 2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: Limited Liability Company RG Enterprises, LLC dba G&G Contractors
State of Incorporation: Texas
Mailing Address: 711 E. Wisconsin Rd. Edinburg, Tx 78539

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Rene Garza, Owner
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/14/2013

Effective: 03/15/2013

John Steen
Secretary of State

Phone: (512) 463-5555
Prepared by: Dee Harris

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 471231290002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 18, 2013

Attn: RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

RG ENTERPRISES LLC
File Number: 801750135
Assumed Name:
G&G Contractors LLC

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 03/20/2013

Effective: 03/20/2013

John Steen
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John Steen
Secretary of State

Office of the Secretary of State

March 20, 2013

RENE GARZA Jr

RENE GARZA Jr
5125 S US HWY 281
Edinburg, TX 78539 USA

RE: RG ENTERPRISES LLC
File Number: 801750135

Assumed Name:
G&G Contractors LLC

File Date 03/20/2013

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Franchise Tax Account Status

As of : 06/17/2021 15:29:41

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

RG ENTERPRISES LLC

Texas Taxpayer Number	32050457368
Mailing Address	711 E WISCONSIN RD EDINBURG, TX 78539-7007
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	03/15/2013
Texas SOS File Number	0801750135
Registered Agent Name	RENE GARZA
Registered Office Street Address	5125 S US HWY 281 EDINBURG, TX 78539

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RG Enterprises, LLC dba G&G Contractors
[Typed Name of Company:]

Rene Garza, Owner
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-006

Doolittle Detention Pond

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Wednesday, December 20, 2023

Gonzalez Engineering & Management, LLC Proposal

CONTACT INFORMATION

Company:
Gonzalez Engineering & Management, LLC

Email:
vivian@gemengineers.net

Contact:
Vivian Gonzalez

Address:
PO Box 3275
Edinburg, TX 78540

Phone:
N/A

Website:
www.gemengineers.net

Submission Date:
Dec 12, 2023 2:43 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

RFP_-_Doolittle_Detention_Pond_-_GEM.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

_Sample-Certificate_Gonzalez-Engine_23-24-Master_6-23-2023_1944068690_1.pdf

3. If you have any proprietary documents, please attach the redacted document here.

Certificate_of_Formation.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_signed.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_signed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT_signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ_signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE EVALUATIONS ARE REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

B_-_Past_Performance_Evaluation_Phase_1_-_LEFEVRE_SIGNED_&_COMPLETED_PROJECT_2.pdfB_-_Past_Performance_Evaluation_Phase_2-LEFEVRE_COMPLETED_-_SIGNED_12-11-2023.pdfJavier_Hinojosa_PPR.pdfMain_Street_PPR.pdfProgreso_Phase_1_PPR.pdfProgreso_Phase_2_PPR.pdfSiddons_Martin_PPR.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Letter_of_Recomendation_-_Silva.pdfProgreso_LPOE_Recommendation.pdfLetter_of_Recomendation_-_Anzaldua.pdf

PLEASE UPLOAD RESUMES OF TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY.*
Hugo_P._Gonzalez_Jr._Resume_12.12.2023.pdfJuan_F._Uribe_Resume_12.12.2023.pdfLuis_Nava_Resume_12.12.2023.pdfJesus_H._Flores_Resume_12.12.2023.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_Bond_-_Doolittle_Detention_Pond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

D_-_Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

E_-_Certificate_of_Bidders_Experience_&_Qualifications_signed.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EEQUIPMENT AND MATERIAL LIST AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

F_-_Equipment_&_Material_List_-_SECTION_00430_signed.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

G_-_Non_Bribery_Model_Form_-_SECTION_00113_signed.pdf

PLEASE FILL OUT AND SIGN THE PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

M_-_Affidavit_of_Insurance_Document_00615_signed.pdf

PLEASE FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

N_-_Form_of_Business_Document_00645_signed.pdf

FILL OUT AND SIGN THE CERTIFICATE REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

O_-_Certificate_Regarding_Debarment_-_Document_00644_signed.pdf

PRICE TABLES

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$4,000.00	$48,000.00
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$6,000.00	$102,000.00
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$25,000.00	$150,000.00
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$20,000.00	$60,000.00
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$8,500.00	$42,500.00
TOTAL					$402,500.00

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2,220	LF	$68.00	$150,960.00
2	24" R.R.G.C.P.	750	LF	$78.00	$58,500.00
3	30" R.R.G.C.P.	955	LF	$110.00	$105,050.00
4	36" R.R.G.C.P.	1,744	LF	$150.00	$261,600.00
5	42" R.R.G.C.P.	766	LF	$205.00	$157,030.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	48" R.R.G.C.P.	2,780	LF	$240.00	$667,200.00
7	Manhole	45	EA	$5,200.00	$234,000.00
8	Type "A" Inlet	68	EA	$4,500.00	$306,000.00
9	48" Concrete Headwall	2	EA	$40,000.00	$80,000.00
10	Tie Into Exist Type "A" Inlet	3	EA	$8,500.00	$25,500.00
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$3,500.00	$87,500.00
12	Backfill & Compaction	9,215	LF	$16.00	$147,440.00
13	Trench Protection	9,215	LF	$10.00	$92,150.00
14	Traffic Control	1	LS	$125,000.00	$125,000.00
15	Excavate Pond	8,600	CY	$7.00	$60,200.00
16	Haul Off Dirt	8,600	CY	$8.00	$68,800.00
17	24" Concrete Headwall	3	EA	$15,000.00	$45,000.00
18	36" Concrete Headwall	2	EA	$25,000.00	$50,000.00
19	Existing Stormline (Crush in Place)	2,500	LF	$10.00	$25,000.00
20	Remove Canopy with Bench	7	EA	$10,000.00	$70,000.00
21	Clean Drain Ditch (Both Sides)	840	LF	$50.00	$42,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$25,000.00	$25,000.00
23	End of Road Permanent Barricade	4	EA	$5,000.00	$20,000.00
24	Conflict Box Structure on Irrigation Line	8	EA	$20,000.00	$160,000.00
25	Erosion Control Plan	1	LS	$125,000.00	$125,000.00
26	Remove and Dispose Type "A" Inlet	9	EA	$2,000.00	$18,000.00
27	Excavate and Haul off extra Dirt	9,800	CY	$15.00	$147,000.00
28	Remove and Dispose Manhole	9	EA	$1,800.00	$16,200.00
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$25,000.00	$125,000.00
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$35,000.00	$140,000.00
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$40,000.00	$80,000.00
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$45,000.00	$90,000.00
TOTAL					$3,805,130.00

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10,000	SY	$80.00	$800,000.00
2	Curb & Gutter	400	LF	$20.00	$8,000.00
3	Remove & Dispose Concrete Headwall	1	EA	$5,000.00	$5,000.00
4	Cut & Repair Handicap Ramp	18	EA	$5,500.00	$99,000.00
5	Cut & Dispose Curb & Gutter	800	LF	$12.00	$9,600.00
6	Cut & Repair Valley Gutter	240	LF	$100.00	$24,000.00
7	Cut & Repair Sidewalk	500	LF	$65.00	$32,500.00
TOTAL					**$978,100.00**

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					**$150,000.00**

Gonzalez
Engineering &
Management

REQUEST FOR PROPSAL
2024-2006
CITY OF EDINBURG

BY:

Gonzalez
Engineering &
Management

Gonzalez Engineering & Management

City of Edinburg
Doolittle Detention Pond
RFP 2024-006

Section A. Firm Experience/Number of Years in Business

Summary of Firm

Gonzalez Engineering & Management (GEM) is a multi– disciplined organization that was founded to provide professional Civil Engineering services and construction services to governmental agencies, corporate entities, private developers, and municipalities. **Our contracts are with various clients including, City of Pharr, PSJA ISD, Hidalgo County Drainage District No. 1, Progreso International Bridge and other clients.**

Differentiators

- (3) Professional Engineers (TX)
- Project Management Institute's PMP Certification
- Project Manager managed over $200 Million in Projects Concurrently & 20+ years federal experience
- (1) Certified Flood Plain Managers (CFM)
- (1) USACE Construction Quality Management for Contractors

GEM has the resources and capability to provide its clients with a heavily experienced group of engineers and construction personnel/sub-contractors, some with over 40 years of experience in general construction, including but not limited to: drainage systems, concrete pavements, asphalt pavements, ditch excavation, inlets, reinforced concrete pipe, concrete rip rap, renovations, wall partitions, modification and alteration of floor and wall mounted telephones, signal, and power outlets with associated conduit, surface mounted raceway, various floor duct systems, power panels, carpet and carpet tile, masonry, painting, HVAC work, doors and frame, hardware, communication systems, grid ceiling, lighting, plumbing and fire protection systems as well as experience in the field of Project Management.

To ensure proper continuity, GEM has experienced personnel ready to ensure that every project design goes through the construction process seamless and as smooth as possible. GEM's construction management inspectors ensure that construction complies with all specifications, regulations, and certifications as required by authorities from all levels (local, state, and federal). GEM's inspectors are efficient in tracking and managing construction progress, scheduling, and code compliance. GEM's goal is to provide the most appropriate, economical and feasible project solutions for our client's needs.

Business Point of Contact

Name:	Gonzalez Engineering & Management, LLC Hugo P. Gonzalez, Jr, PE, PMP, MSCE
Mailing Address:	P.O. Box 3275 Edinburg, Texas 78540
E-Mail Address:	Hugo@gemengineers.net
Phone Number (Cell):	(361) 290-4810

Name of Responsible Corporate Officer(s): Hugo P. Gonzalez Jr. PE, PMP, MSCE

Gonzalez Engineering & Management

Section B. Similar Type Projects

Project 1. La Feria Main Street Subdivision
Client: Main Street Estates, LP
Contract Amount: $1,495,036
Location: La Feria, TX
Start Date: 07/2021
Substantial Completion: 04/2022
Actual Completion: 07/2022 – Due to additional scope requested by owner

Project Description:
Construction of a new subdivision including 101 residential lots and 2 commercial lots. Contractor responsible for drainage improvements, including a detention pond, curb inlets and culverts ranging from 18" to 36". Other improvements provided are curb and gutter, asphalt pavement, sanitary sewer improvements and water lines.







Reference:

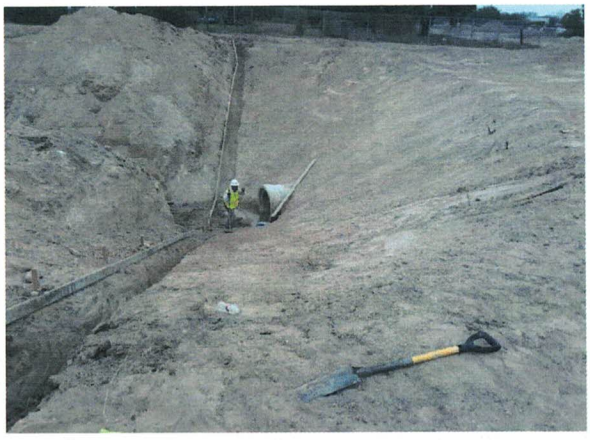
Name: Ernesto Silva
Address: 611 N. McColl Rd., Suite E, McAllen, TX 78501
Phone Number: 956-792-2588
Project Engineer: LeFevre Engineering & Management Consulting, LLC

Project 2. 3 ¾ Mile Rd. & Shuerbach Rd Drainage Improvements
Client: Hidalgo County Drainage District 1
Month/Year Completed: 11/2021
Contract Amount: $1,347,655
Location: Mission, TX
Start Date: 11/2020
Substantial Completion: 05/2021
Actual Completion: 12/2021 – Due to added scope by client

Project Description:

This project consists of ditch excavation of a new drainage system including inlets, reinforced concrete pipe and concrete rip rap work at every roadway crossing. Other improvements include pavement repair, roadside swales, boring under irrigation district canal, fence relocation, traffic control and storm water pollution prevention.







Reference:

Name: Javier Hinojosa
Address: 902 N. Doolittle Rd. Edinburg, TX 78542
Phone Number: 956-668-1588
Project Engineer: Javier Hinojosa Engineering

Project 3. Mission-McAllen Rado Alternate 1
Client: Hidalgo County Drainage District 1
Contract Amount: $2,301,375
Location: McAllen-Mission, TX
Start Date: 06/2022
Substantial Completion: 11/2022
Actual Completion: 12/2023 – Due to added scope by client

Project Description:

This project consists of ditch excavation of new drainage system including inlets, reinforced 910 linear feet of 10x10 reinforced concrete boxes, Concrete Headwalls, safety railing, 2000 SY of pavement repair and 540 Cubic Yard concrete rip rap for slope protection. Other improvements include pavement repair, roadside swales, boring under irrigation district canal, fence relocation, traffic control and storm water pollution prevention.





Reference:

Name: Noe Saldivar
Address: 900 S. Stewart Rd., Suite 4, Mission, TX 78572
Phone Number: 956-585-3773
Project Engineer: B2Z Engineering

Project 4. Unity Park Road Improvements Phase 1
Client: City of Combes
Contract Amount: $438,059
Location: Combes, TX
Start Date: 04/2022
Substantial Completion: 10/2022
Actual Completion: 10/2022

Project Description:

This project consists of new heavy duty asphalt pavement, concrete driveway, roadside ditch excavation, concrete culverts with headwalls, inlets, sanitary sewer line, water line, curb and gutter and concrete rip rap. Other improvements include pavement repair, traffic control and storm water pollution prevention.







Reference:

Name: Richard Lefevre
Address: 818 Mansfield Dr., Unit 182, Port Mansfield, TX 78598
Phone Number: 956-540-9428
Project Engineer: Lefevre Engineering

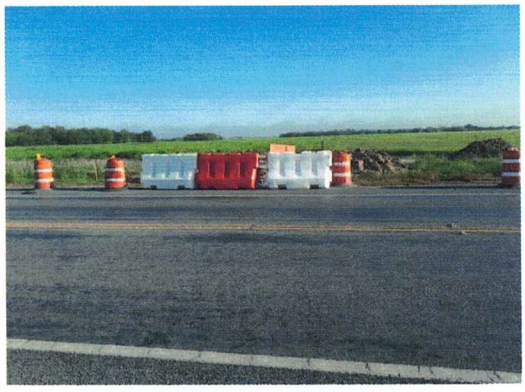
Gonzalez Engineering & Management

Project 5. Unity Park Road Improvements Phase 2
Client: City of Combes
Contract Amount: $269,000
Location: Combes, TX
Start Date: 06/2022
Substantial Completion: 10/2022
Actual Completion: 10/2022

Project Description:

This project consists of excavation of detention pond, up to 54" concrete culverts with headwalls, inlets, manholes, sanitary sewer line, water line and concrete rip rap. Other improvements include pavement repair, traffic control and storm water pollution prevention.







Reference:

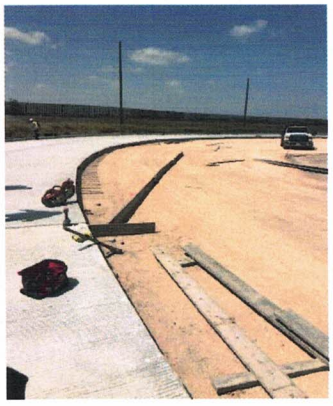
Name: Richard Lefevre
Address: 818 Mansfield Dr., Unit 182, Port Mansfield, TX 78598
Phone Number: 956-540-9428
Project Engineer: Lefevre Engineering

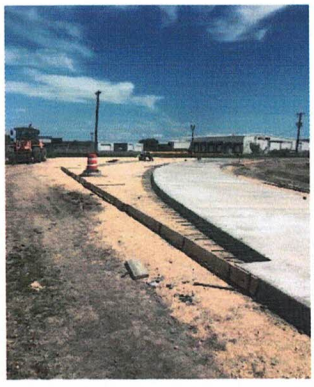
Gonzalez
Engineering &
Management

Project 6. Import/Export Lot Improvements Phase1
Client: Progreso International Bridge
Contract Amount: $1,149,758
Location: Progreso, TX
Start Date: 01/2023
Substantial Completion: 04/2023
Actual Completion: 12/2023 – due to additional scope requested by client

Project Description:

This project consists of 8400 SY of new heavy duty concrete pavement, roadside ditch excavation, concrete culverts with headwalls, inlets, sanitary sewer line, water line, lift station and concrete rip rap. Other improvements include pavement repair, traffic control and storm water pollution prevention.




Reference:

Name: Marga Lopez
Address: PO Box 130 Progreso, TX 78579
Phone Number: 956-565-6361
Project Engineer: SWG Engineering, LLC

Gonzalez Engineering & Management

Project 7. Import/Export Lot Improvements Phase2
Client: Progreso International Bridge
Contract Amount: $2,992,007
Location: Progreso, TX
Start Date: 07/2022
Substantial Completion: 04/2023
Actual Completion: 12/2023 – due to additional scope requested by client

Project Description:

This project consists of 5000 SY of new heavy duty concrete pavement, roadside ditch excavation, concrete culverts with headwalls, inlets, sanitary sewer line, water line, lift station, and concrete rip rap. Other improvements include pavement repair, traffic control, security fencing and storm water pollution prevention.









Reference:

Name: Marga Lopez
Address: PO Box 130 Progreso, TX 78579
Phone Number: 956-565-6361
Project Engineer: SWG Engineering, LLC

Gonzalez
Engineering &
Management

Project 8. Siddons Martin Emergency Service Building
Client: Siddons North Industrial
Contract Amount: $1,486,455
Location: Edinburg, TX
Start Date: 05/2022
Substantial Completion: 05/2023
Actual Completion: 07/2023 – due to additional scope requested by client

Project Description:

This project consists of a new development which included a new 15000 SF warehouse and office building. Other improvements included a new detention pond, select fill, asphalt parking for light duty vehicles, concrete parking for heavy traffic, ADA compliance ramps, railing, sidewalks, water and sewer line improvements, concrete pipe, inlets, and concrete rip, new fence, traffic control and storm water pollution prevention.







Reference:

Name: Mark Hanna
Address: 611 N. McColl Rd., Suite E, McAllen, TX 78501
Phone Number: 956-322-4001
Project Engineer: Gonzalez Engineering & Management, LLC

Gonzalez Engineering & Management

Project 9. ESSER Canopy Structures Phase II
Client: La Joya ISD
Contract Amount: $1,473,751
Location: La Joya, TX
Start Date: 12/2022
Substantial Completion: 06/2023
Actual Completion: 09/2023 – due to rain days, school testing days and additional scope requested by client

Project Description:

This project consists of 14 new canopies including concrete foundations, sidewalk, storm drains, pavement repair, traffic control and storm water pollution prevention.







Reference:

Name: Diana Izaguirre
Address: 2121 E. Griffin Parkway, Suite 2, Mission, TX 78572
Phone Number: 956-584-0554
Project Engineer: Izaguirre Engineering Group, LLC

Project 10. Off Channel Storage Facility (Constructed by our subcontractor – International Consulting Engineers (I.C.E.))

Client: United Irrigation District
Period of Performance: 2018 – 10/2020
Construction Cost: $6,316,195

Project Description:



This project consists of 52 acres of raw water detention for the United Irrigation District that provides water for Major cities like the City of Mission. The Sugar land water system serves many entities north of mission and Hidalgo County, north of Alton. ICE was responsible for improvements including 72-inch RC pipes, new pumphouse with 3 water pumps and SCADA system, new electrical service, 1 mile of levee and other miscellaneous improvements. The project consisted of **over 1 mile of 55-foot-wide concrete liner**.

Equipment utilized for this project includes: cranes, drilling auger, **concrete screed, concrete pumps, concrete buckets,** excavators, motor graders, front end loaders, motor scrapers, water trucks, backhoes, dump trucks, sheepsfoot rollers, smooth compacting roller, jumping jack, concrete saw and miscellaneous hand tools.



Reference:

Name: Frank Ferris, f.ferris@FerrisandFlinn.com
Address: 1405 North Stuart Place Rd. Palm Valley, TX 78552
Phone Number: (956) 364-2236

Gonzalez Engineering & Management has completed all projects on schedule and any warranties are addressed in a timely and efficient manner.

Section C. Key Personnel / Project Team Structure

The majority of the project team has worked together for over 10 years. We have performed projects for schools, city, county, drainage districts and federal government agencies. **We are aware of local building codes, OSHA certifications, Safety Standards including US Army Corps of Engineers EM 385-1-1,** Safety and Health Requirements Manual**. We have guys trained for CPR and First Aid and OSHA 10/30.**

Our office staff is well versed **in Davis-Bacon and Overtime pay requirements**. We can submit certified payroll weekly and have both in-house **and Audited Financials**.

In this current time and market having the right personnel to plan and manage a project will determine the project's success more than ever. Due to COVID 19, lack of workforce and current inflation a project of this magnitude needs proven professionals to properly execute all phases of construction. Project Management encompasses balancing a project's timeframe, budget, and overall scope as the team works to meet its objectives. The GEM team offers **Project Management Professional** (an internationally recognized professional) certified by the Project Management Institute.

Aside from properly managing, quality control will play a major role on achieving complete customers satisfaction. The GEM team has over 10 years of experience in providing engineering and construction services for not only local government but the federal government. We pride ourselves having return customers and obtaining new clients due to word of mouth from past clients.

Gonzalez Engineering & Management (GEM) will assign Hugo P. Gonzalez Jr. as the Project Manager for this project. Mr. Gonzalez has over 21 years of experience. He is a professional civil engineer. His experience includes but is not limited to, design and construction of major drainage projects, waterlines, lift stations, wastewater treatment plants, inspection and many more. Attached please find his resume for more details.

GEM will also assign Juan F. Uribe as the onsite project superintendent. Mr. Uribe has been with GEM for 4 years now but has an overall experience of 30 years. Juan has been responsible for supervising many of our construction projects and his experience includes but is not limited to, major drainage projects, lift stations, utilities, new water plant, among many others. Attached please find his resume for further details.

Section D. Business Certification

Gonzalez Engineering & Management, LLC is registered with the Texas Board of Professional Engineers. Our firm registration number is 19772.

RESUMES

HUGO P. GONZALEZ JR., PE, PMP, PROJECT MANAGER

Overview of Professional Experience

Hugo P. Gonzalez, Jr., PE, CFM, PMP is a Graduate Professional Civil Engineer with **over twenty (20) years of experience** in direct engineering field operations, including civil design, data analysis, construction management, and inspection for various infrastructure and transportation construction projects. His experience includes technical design, hydrology & hydraulic analysis, cost and feasibility analysis, and management of major projects in South Texas. Mr. Gonzalez offers a unique understanding and knowledge of general engineering inspection strategies and provisions related to assessment, information gathering, and alternatives analysis for infrastructure development projects. Mr. Gonzalez has been a Project Manager for several multi-million-dollar construction projects. He has successfully managed projects in excess of $200 million simultaneously. Mr. Gonzalez will serve as Project Manager for this project.

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
30 years

Total years of experience in proposed role:
25 years

Education:
- Masters of Science, Civil / Hydrology & Hydraulics Engineering, Texas A&M University-Kingsville, 2004
- Bachelor's of Science, Civil Engineering, Texas A&M University Kingsville, 2000

Professional licenses, registrations and certifications:
- PE – 2003, Texas, #95680
- Project Management Professional, PMP

Project Experience

1. Project Manager – La Feria Main Street Estates
   a) Project cost - $1,391,764
   b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Project Manager – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
   a) Project cost - $1,347,655
   b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. Project Manager – HCDD1 Mission-McAllen Rado Alternate Phase 1
   a) Project cost - $2,301,375
   b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
4. Project Manager – Unity Park Road Improvements Phase 1 & 2
   a) Project cost - $438,059 & $269,000 Total = $707,059
   b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
5. Project Manager– Import/Export Lot Improvements Phase 1 & 2
   a) Project Cost - $1,149,758 & $2,992,007 Total=$4,141,765
   b) 13400 SY of heavy duty concrete pavement, roadside ditch excavation, lift station, concrete rip rap, culverts with headwall, inlets, security fencing
6. Project Manager – United Irrigation District Off Channel Storage Facility
   a) Project Cost - $6,237.209
   b) Construction of 52 acres of raw water detention for United irrigation district, including 72" RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
7. Project Manager – Siddons Martin Emergency Service Building
   a) Project Cost - $1,486,455
   b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap
8. Project Manager – ESSER Canopy Structures Phase 2
   a) Project Cost - $1,473,751
   b) Construction of 14 canopies including concrete foundations, sidewalks, storm drains, pavement repair, etc. at 14 different schools in the La Joya ISD district

JUAN F. URIBE, SUPERINTENDENT

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
30 years

Total years of experience in proposed role:
25 years

Education:
- High School GED

Trainings:
- Training for trench and excavation safety
- Red Cross training course (First Aid Basics)
- Occupation Safety & Health Training Course (O.S.H.A)
- Work Zone Traffic Control Course
- Effective Supervisory Course

Overview of Professional Experience

Juan F. Uribe has over 30 years of construction experience. Mr. Uribe is well knowledgeable in reviewing engineer's designs, technical drawings, sketches and specifications for projects. Mr. Uribe is also excellent at project coordination, project procedures and quality documentation. He also ensures that the jobsite is under safe operations, monitors subcontractors and provides assistance when conflicts or unforeseen situations arise in any given circumstance.

Project Experience

1. Superintendent – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Superintendent – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
    a) Project cost - $1,347,655
    b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. Superintendent – PSJA Elvis J. Ballew Parking Improvements & Renovations
    a) Project cost - $872,035
    b) New concrete and asphalt parking lot, drainage detention pond, storm water System, ADA parking and ramps, sidewalks, canopies, other improvements
4. Superintendent – ROC Hospital Parking Lot Improvements
    a) Project cost - $153,997
    b) New asphalt parking lot, drainage detention pond, stormwater system, ADA parking and ramps, sidewalks
5. Superintendent – Taqueria Kiko's Parking Lot
    a) Project Cost - $120,000
    b) Building foundation for new commercial plaza, concrete pavement, ADA parking, drainage improvements, water services, detention swell, sanitary services, traffic control
6. Superintendent – HCDD1 Mission-McAllen Rado Alternate Phase 1
    a) Project cost - $2,301,375
    b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
7. Superintendent – USDA MAB Fence Repairs
    a) Project Cost - $641,560
    b) Security Fencing install
8. Superintendent – City of Bishop Stormwater Drainage Improvements
    a) Project Cost - $252,246
    b) Drainage improvements

LUIS J. NAVA, PE

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
35 years

Total years of experience in proposed role:
31 years

Education:

- Masters of Science, Environmental Engineering, Texas A&M University-Kingsville, 1999
- Masters of Science, Operation and Management of Ports, University of Tamaulipas-Mexico, 1999
- Bachelors of Science, Civil Engineering, University of Tamaulipas-Mexico, 1985

Professional licenses, registrations and certifications:

- PE – 2004, Texas, #94121
- TCEQ Operator License – Type C (Water)
- TCEQ Operator License – Type D (Sewer)
- TCEQ Operator License- OSFF

Overview of Professional Experience

Luis Nava holds a TCEQ Operator License, Type D and OSFF. He has over thirty-four (35) years of experience as a Civil Engineer providing professional services including environmental and industrial safety; design; construction; and inspection of sanitary sewer systems; design and construction of on-site sanitary sewer facilities; waterlines; lift stations; and wastewater treatment plants; hydraulic and hydrologic analysis for the design, analysis, inspection, and evaluation of utility systems. Mr. Nava also has experience performing design land development studies, design and construction of county roads, city streets, and design of storm water drainage infrastructure for TxDOT.

Project Experience

1. QA/QC Manager – La Feria Main Street Estates
   a) Project cost - $1,391,764
   b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb intlets, culverts (18 – 36")
2. QA/QC Manager – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
   a) Project cost - $1,347,655
   b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. QA/QC Manager – HCDD1 Mission-McAllen Rado Alternate Phase 1
   a) Project cost - $2,301,375
   b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
4. QA/QC Manager – Unity Park Road Improvements Phase 1 & 2
   a) Project cost - $438,059 & $269,000 Total = $707,059
   b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
5. QA/QC Manager– Import/Export Lot Improvements Phase 1 & 2
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   a) Project Cost - $6,237.209
   b) Construction of 52 acres of raw water detention for United irrigation district, including 72" RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
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   a) Project Cost - $1,486,455
   b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap
8. QA/QC Manager – ESSER Canopy Structures Phase 2
   a) Project Cost - $1,473,751
   b) Construction of 14 canopies including concrete foundations, sidewalks, storm drains, pavement repair, etc. at 14 different schools in the La Joya ISD district

JESUS HECTOR FLORES, SAFETY MANAGER

Overview of Professional Experience

Mr. Jesus Hector Flores has more than **twenty (20) years of experience** in public and private sector projects including Gas Stations Design-Build projects, Commercial and Residential construction observation. He has extensive experience in construction management including new building construction, site work utilities, field investigations, conflict resolution, stormwater systems, sanitary system, project closeout, and construction staking and surveying. Mr. Flores has been a Senior Designer and has extensive design experience. Mr. Flores will serve as Safety Manager for this project.

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
20 years

Total years of experience in proposed role:
25 years

Education:

- Architectural Degree from the Universidad Autonoma de Nuevo Leon, 1993
- Construction Quality Management for Contractors from U.S. Army Corps of Engineers SWG-04-19-0017

Project Experience

1. Safety Manager – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Safety Manager – Unity Park Road Improvements Phase 1 & 2
    a) Project cost - $438,059 & $269,000 Total = $707,059
    b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
3. Safety Manager– Import/Export Lot Improvements Phase 1 & 2
    a) Project Cost - $1,149,758 & $2,992,007 Total=$4,141,765
    b) 13400 SY of heavy duty concrete pavement, roadside ditch excavation, lift station,
    c) concrete rip rap, culverts with headwall, inlets, security fencing
4. Safety Manager – United Irrigation District Off Channel Storage Facility
    a) Project Cost - $6,237.209
    b) Construction of 52 acres of raw water detention for United irrigation district,
    c) including 72" RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
5. Safety Manager – Siddons Martin Emergency Service Building
    a) Project Cost - $1,486,455
    b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap

Gonzalez
Engineering &
Management

BID BOND

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Gonzalez Engineering & Management, LLC
PO BOX 3275
Edinburg, TX 78540

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
4650 Westway Park Blvd
Houston, TX 77041-2036

OWNER:
(Name, legal status and address)
City of Edinburg

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Doolittle Detention Pond

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

Gonzalez Engineering & Management, LLC

(Principal) (Seal)

(Witness)

(Title) Hugo P. Gonzalez Jr., Principal

Travelers Casualty and Surety Company of America

(Surety) (Seal)

(Witness) Mireli Stanford, Surety Witness

(Title) Megan Liescheski, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MEGAN LIESCHESKI** of **SPRING** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **December** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

Gonzalez
Engineering &
Management

PRICING PROPOSAL

6. Pricing Proposal

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$4,000.00	$48,000.00
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$6,000.00	$102,000.00
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$25,000.00	$150,000.00
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$20,000.00	$60,000.00
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$8,500.00	$42,500.00
TOTAL					$402,500.00

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2,220	LF	$68.00	$150,960.00
2	24" R.R.G.C.P.	750	LF	$78.00	$58,500.00
3	30" R.R.G.C.P.	955	LF	$110.00	$105,050.00
4	36" R.R.G.C.P.	1,744	LF	$150.00	$261,600.00
5	42" R.R.G.C.P.	766	LF	$205.00	$157,030.00
6	48" R.R.G.C.P.	2,780	LF	$240.00	$667,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Manhole	45	EA	$5,200.00	$234,000.00
8	Type "A" Inlet	68	EA	$4,500.00	$306,000.00
9	48" Concrete Headwall	2	EA	$40,000.00	$80,000.00
10	Tie Into Exist Type "A" Inlet	3	EA	$8,500.00	$25,500.00
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$3,500.00	$87,500.00
12	Backfill & Compaction	9,215	LF	$16.00	$147,440.00
13	Trench Protection	9,215	LF	$10.00	$92,150.00
14	Traffic Control	1	LS	$125,000.00	$125,000.00
15	Excavate Pond	8,600	CY	$7.00	$60,200.00
16	Haul Off Dirt	8,600	CY	$8.00	$68,800.00
17	24" Concrete Headwall	3	EA	$15,000.00	$45,000.00
18	36" Concrete Headwall	2	EA	$25,000.00	$50,000.00
19	Existing Stormline (Crush in Place)	2,500	LF	$10.00	$25,000.00
20	Remove Canopy with Bench	7	EA	$10,000.00	$70,000.00
21	Clean Drain Ditch (Both Sides)	840	LF	$50.00	$42,000.00
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$25,000.00	$25,000.00
23	End of Road Permanent Barricade	4	EA	$5,000.00	$20,000.00
24	Conflict Box Structure on Irrigation Line	8	EA	$20,000.00	$160,000.00
25	Erosion Control Plan	1	LS	$125,000.00	$125,000.00
26	Remove and Dispose Type "A" Inlet	9	EA	$2,000.00	$18,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
27	Excavate and Haul off extra Dirt	9,800	CY	$15.00	$147,000.00
28	Remove and Dispose Manhole	9	EA	$1,800.00	$16,200.00
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$25,000.00	$125,000.00
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$35,000.00	$140,000.00
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$40,000.00	$80,000.00
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$45,000.00	$90,000.00
TOTAL					$3,805,130.00

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10,000	SY	$80.00	$800,000.00
2	Curb & Gutter	400	LF	$20.00	$8,000.00
3	Remove & Dispose Concrete Headwall	1	EA	$5,000.00	$5,000.00
4	Cut & Repair Handicap Ramp	18	EA	$5,500.00	$99,000.00
5	Cut & Dispose Curb & Gutter	800	LF	$12.00	9,600.00
6	Cut & Repair Valley Gutter	240	LF	$100.00	$24,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Cut & Repair Sidewalk	500	LF	$65.00	$32,500.00
TOTAL					$978,100.00

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					$150,000.00

Gonzalez
Engineering &
Management

CONFLICT OF INTEREST DISCLOSURE

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

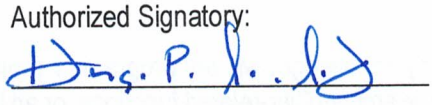
Company/Vendor Name:

Gonzalez Engineering & Management, LLC

Printed Name and Title:

Hugo P. Gonzalez Jr., PE, PMP, Principal

Authorized Signatory:



Gonzalez
Engineering &
Management

GENERAL QUESTIONNAIRE

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gonzalez Engineering & Management, LLC
(Full, correct legal name)

- Address: PO Box 3275 Edinburg, TX 78540
- Telephone/Fax: 956-304-0100(O); 956-513-0884(F)
- Email address: Hugo@gemengineers.net; Vivian@gemengineers.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? No

3.
Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.
Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

5 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 30

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Hugo P. Gonzalez Jr., PE, PMP
Address: PO Box 3275 Edinburg, TX 78540
Telephone: 361-290-4810
Fax: 956-513-0884
Email: Hugo@gemengineers.net

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
None

Gonzalez
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Management

LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Gonzalez
Engineering &
Management

HOUSE BILL 89 VERIFICATION

HOUSE BILL 89 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of

Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Hugo P. Gonzalez Jr., PE, PMP

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

Gonzalez
Engineering &
Management

SENATE BILL 13 VERIFICATION

SENATE BILL 13 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of

Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Hugo P. Gonzalez Jr., PE, PMP

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

Gonzalez
Engineering &
Management

SENATE BILL 19 VERIFICATION

SENATE BILL 19 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Hugo P. Gonzalez Jr., PE, PMP, Principal

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

Gonzalez
Engineering &
Management

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Hugo P. Gonzalez Jr., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Gonzalez Engineering & Management, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Hugo P. Gonzalez Jr.

Title Hugo P. Gonzalez Jr., PE, PMP, Principal

Subscribed and sworn to me this 11th day of December 2023

By: Hugo P. Gonzalez Jr.

Notary Public Vivian Gonzalez

VIVIAN GONZALEZ
Notary ID #129708805
My Commission Expires
February 11, 2026

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Gonzalez Engineering & Management, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Dmg. P. [illegible]

Signature of vendor doing business with the governmental entity

12/12/2023

Date

Gonzalez
Engineering &
Management

PAST PERFORMANCE REFERENCES

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Unity Park Road Improvement Phase 1

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: 

Printed Name: Richared LeFevre PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Unity Park Road Improvement Phase 2

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: Richared LeFevre PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Mile 3-3/4 Road and Schuerbach Drainage Improvements

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

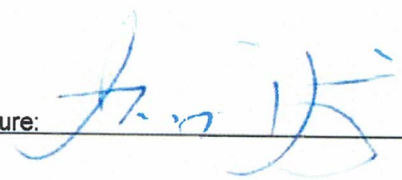
3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____ Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____ Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: 

Printed Name: Javier Hinojosa PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Main Street Subdivision

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: _____

Printed Name: Ernesto Silva

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Import & Export Lot Expansion Improvement Phase 1

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____ Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Marga A. Lopez

Printed Name: Marga Lopez

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Import & Export Lot Expansion Improvement Phase 2

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____
2. Performed and Completed Punch List items timely: Yes X No___
3. Provided completed warranty documents and performed warranty items timely: Yes X No____
4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Marga A Lopez

Printed Name: Marga Lopez

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Siddons Martin Office Building and Site Improvements

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory ____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No___

Signature: Mark Hanna

Printed Name: Mark Hanna

Date: 12/11/2023

Gonzalez
Engineering &
Management

LETTER OF RECOMMENDATION

December 12, 2023

ATTN: City of Edinburg Purchasing Department

REF: Letter of Recommendation
Gonzalez Engineering & Management

Dear Review Committee,

I am writing this letter to provide a strong recommendation for Gonzalez Engineering & Management as I have worked with them on various large project. As the previous City Engineer at the City of Pharr they performed very well. They are very professional and responsive to the client's needs. They are very cognizant of the clients budget and project schedule and look for ways to bring potential savings to the project through value engineering when unforeseen conditions arise in the field

Here at the Drainage District, I have had the same experience with Gonzalez Engineering and Management. I am confident in their exceptional skills and ability their team has. Quality is of the upmost importance to them and if something is not up to standard they will correct it without hesitation.

That is why I have no doubt that they will be a valuable candidate for any construction project they may be awarded

Should you require any further information or have any questions, please do not hesitate to contact me at (956) 457-5743.

Respectfully,

Omar Anzaldua Jr, P.E.,.CFM, PMP, CCM
Hidalgo County Drainage District No. 1
Assistant District General Manager

City of Edinburg
Attention: Purchasing Department
415 West University Drive
Edinburg, Texas 78539

To Whom It May Concern,

I would like to provide this letter along with the attached questionnaire to further express my opinion of Gonzalez Engineering and Management. I have utilized GEM on several construction projects and have been extremely pleased with their performance. They are a professional company which completes projects in a timely manner and within budget. They highly knowledgeable in the areas of paving, utilities and building construction. If I had a project, I most definitely would contract them again.

If you have any questions, please call me at (956) 792-2588.

Respectfully

Ernesto S. Silva

PROGRESO International BRIDGE

P.O. Box 130 Progreso, Texas 78579 • TEL: (956) 565-6361 • FAX: (956) 565-6362

December 11, 2023

RE: Letter of Recommendation
Gonzalez Engineering and Management

Dear Evaluating Committee:

Please let this letter serve as a very positive Letter of Recommendation for Gonzalez Engineering and Management (GEM). GEM has worked on 3 large projects for the Sam R. Sparks LP, DBA as Progreso International Bridge, which included work on water and sewer utilities, drainage, fencing, concrete and asphalt paving, and soon buildings will be erected at the Progreso Port of Entry Customs and Border Protection Department of Homeland Security facilities. GEM Staff has always been very professional, flexible in reacting to changes and timely meeting all deadlines. The work is done as plans specified and meetings were called to address any concerns. GEM always kept us informed in our periodic meetings and were always prepared with applicable documentation. In summary, we would highly recommend Gonzalez Engineering and Management for any projects.

Please feel free to contact me at the Bridge (956)565-6361 or Cell (956)373-6361 if you need additional information.

Marga A. Lopez
Bridge Director
Progreso International Bridge

Gonzalez
Engineering &
Management

STATEMENT OF BIDDERS QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Gonzalez Engineering & Management, LLC		
Corporate Office			
Name:	Hugo P. Gonzalez Jr., PE, PMP	Phone number:	361-290-4810
Title:	Principal	Email address:	Hugo@gemengineers.net
Business address of corporate office:	PO Box 3275 Edinburg, TX 78540		
Local Office			
Name:	Hugo P. Gonzalez Jr., PE, PMP	Phone number:	361-290-4810
Title:	Principal	Email address:	Hugo@gemengineers.net
Business address of local office:	4201 Rio Grande Care Rd., Suite B Edinburg, TX 78541		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/12/2018	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Hugo P. Gonzalez Jr.	Title:	Principal
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:	Vivian Gonzalez	Title:	Principal
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	TBPE Firm		
Licensing Agency:	Texas Board of Professional Engineers		
License No:	F-19772	Expiration Date:	07/31/2024
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jesus H. Flores	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
30-hour OSHA Construction Safety	OSHA	
Heart & heart saver first aid CPR AED	American Heart Association	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Gonzalez Engineering & Management, LLC	0.94	0	63,385	0.98	0	46,690	1.0	0	34,191

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	M Surety Services	
Surety is a corporation organized and existing under the laws of the state of:		Texas
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No		
Mailing Address (principal place of business):	5728 Root Road	
	Spring, TX 77389	

Physical Address (principal place of business):	Same		
Phone (main):	281-602-8892	Phone (claims):	281-602-8892

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Guideone National Insurance Co.		Commercial General Liability - $1M per occurrence	
State Auto Insurance Co.		Auto - $1M per accident	
Navigators Specialty Insurance Co.		Excess Liability $1M - each occurrence	
Texas Mutual Insurance Co.		Workers Compensation - $1M each accident	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 871 Corpus Christi, TX 78403-0870		
Physical Address (principal place of business):	500 N. Shoreline, Suite 325 Corpus Christi, TX 78401		
Phone (main):	361-561-4237	Phone (claims):	844-857-5899

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	$10,000,000
Estimate of revenue for the previous year:	$5,250,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 5				
As a general contractor:	5	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

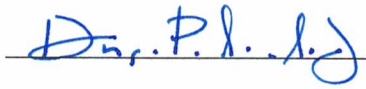
G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Gonzalez Engineering & Management, LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Hugo P. Gonzalez Jr., PE, PMP
(typed or printed)

Title: Principal
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	Gonzalez Engineering & Management, LLC				
Project Owner	Hidalgo County Drainage District 1		Project Name	McAllen-Mission Rado Alternate Phase 1	
General Description of Project					
Project Cost	$2,301,375		Date Project	08/2021 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Juan F. Uribe	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul Sesin	General Manager	HCDD1	956-292-7080	Raul.sesin@hcdd1.org
Designer	Noe Saldivar	Project Engineer	B2Z Engineering	956-585-3773	NoeS@b2zeng.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 2	
General Description of Project					
Project Cost	$2,992,007		Date Project	07/2022-end of 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	William Ueckert	Project Engineer	SWG Engineering, LLC	956-968-2194	William@siglerwinstongreenwood.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Progreso Bridge Improvements Phase 3	
General Description of Project					
Project Cost	$10,598,903		Date Project	12/14/2022 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez				
Designer	Ray Gonzalez		Frank Architects	956-949-7447	Ray@rigsdevelopments.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Engineering & Management, LLC				
Project Owner	Hidalgo County Drainage District 1		Project Name	3 3/4 Mile Rd. & Shuerbach Rd. - 2018 Bond Referendum Project No. 2	
General Description of Project					
Project Cost	$1,394,164		Date Project	11/2020 - 12/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Juan F. Uribe	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul Sesin	General Manager	HCDD1	956-292-7080	Raul.sesin@hcdd1.org
Designer	Javier Hinojosa	Project Engineer	Javier Hinojosa Engineering	956-668-1588	javier@javierhinojosaeng.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 1	
General Description of Project					
Project Cost	$1,148,758		Date Project	07/2022-11/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	William Ueckert	Project Engineer	SWG Engineering, LLC	956-968-2194	William@siglerwinstongreenwood.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 2	
General Description of Project					
Project Cost	$2,992,007		Date Project	07/2022 - 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	Jose Reyes	Vice President	SWG Engineering, LLC	956-968-2194	Jreyes@siglerwinstongreenwood.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Engineering Management, LLC				
Project Owner	Siddons North Industrial		Project Name	Siddons Martin Emergency Bldg. - Design/Build	
General Description of Project					
Project Cost	$1,486,455		Date Project	11/2021 - 07/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Hanna	Owner	Siddons North Industrial	956-322-4001	mark@hanna.solutions
Designer					
Construction Manager					

Project Owner	City of Combes		Project Name	Unity Park Rd. Improvements Phase 1	
General Description of Project					
Project Cost	$438,059		Date Project	04/2022 - 10/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Aida Gutierrez	City Administrator	City of Combes	956-425-7131	agutierrez@townofcombes.com
Designer	Richard Lefevre	Project Engineer	Lefevre Engineering, PLLC	956-540-9428	Richard@lefevreengineering.com
Construction Manager					

Project Owner	City of Combes		Project Name	Unity Park Rd. Improvements Phase 2	
General Description of Project					
Project Cost	$269,000		Date Project	06/2022 - 10/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Aida Gutierrez	City Administrator	City of Combes	956-425-7131	Agutierrez@townofcombes.com
Designer	Richard Lefevre	Project Engineer	Lefevre Engineering, PLLC	956-540-9428	Richard@lefevreengineering.com
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Hugo P. Gonzalez Jr., PE, PMP	
Years of experience as project manager		16	
Years of experience with this organization		5	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen-Mission Rado Alternate Phase 1		10%	12/2023
Import/Export Lot Improvements Phase 2		10%	12/2023
Progreso Bridge Improvements Phase 3		20%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marga Lopez	Name	Mark Hanna
Title/Position	Bridge Director	Title/Position	Owner
Organization	Progreso LPOE	Organization	Siddons North Industrial
Telephone	956-565-6361	Telephone	956-322-4001
Email	Marga@texasmexicobridges.com	Email	Mark@hanna.solutions
Project	Import/Export Lot Improv. Phs1	Project	Siddons Martin Emergency Bldg.
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Juan F. Uribe	
Years of experience as project superintendent		41	
Years of experience with this organization		3	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen-Mission Rado Alternate Phase 1		50%	12/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Noe Saldivar	Name	Raul Sesin
Title/Position	Project Engineer	Title/Position	General Manager
Organization	B2Z Engineering	Organization	HCDD1
Telephone	956-585-3773	Telephone	956-282-7080
Email	NoeS@b2zeng.com	Email	Raul.sesin@hcdd1.org
Project	McAllen-Mission Rado Alternate Phs. 1	Project	3 3/4 Mile & Shuerbach Rd.
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Jesus H. Flores	
Years of experience as project manager		11	
Years of experience with this organization		3	
Number of similar projects as project manager		24	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Progreso Bridge Improvements Phase 3		25%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mark Hanna	Name	Daniel Chavez
Title/Position	Owner	Title/Position	Owner
Organization	Siddons North Industrial	Organization	Edcon
Telephone	956-322-4001	Telephone	956-884-7006
Email	Mark@hanna.solutions	Email	Daniel@edconbuilders.com
Project	Siddons Martin Emergency Bldg.	Project	ROC Hospital Parking Lot
Candidate's role on project	Safety Manager	Candidate's role on project	Safety Manager

Quality Control Manager			
Name of individual		Luis J. Nava, PE	
Years of experience as project superintendent		16	
Years of experience with this organization		3	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen Mission Rado Alternate Phase 1		10%	12/2023
Progreso Bridge Phase 3 Improvements		25%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marga Lopez	Name	Noe Saldivar
Title/Position	Bridge Director	Title/Position	Project Engineer
Organization	Progreso LPOE	Organization	B2Z Engineering
Telephone	956-565-6361	Telephone	956-585-3776
Email	Marga@texasmexicobridges.com	Email	NoeS@b2zeng.com
Project	Import/Export Lot Improvements Phs. 1	Project	McAllen-Mission Rado Alternate Phase 1
Candidate's role on project	QC Manager	Candidate's role on project	QC Manager

Gonzalez
Engineering &
Management

WORKER'S COMPENSATION EMR EXPERIENCE LETTER

HIGGINBOTHAM
Swantner & Gordon
Global Reach. Local Touch. Single Source.

August 3, 2023

Gonzalez Engineering & Management, LLC
PO Box 3275
Edinburg, TX 78540

Re: Workers Compensation Experience Modification History

To Whom it May Concern:

Please be advised that the Workers Compensation Experience Modification for the current year is as follows:

Modifier Effective Date	Experience Modifier Factor	Policy Period	Policy Number	Insurance Carrier
06/24/2023	0.94	06/24/2023-24	0002033710	TX Mutual
06/24/2023	0.98	06/24/2022-23	0002033710	TX Mutual
06/24/2023	1.00	06/24/2021-22	0002033710	TX Mutual

Sincerely,

Nicole Ybanez

Nicole Ybanez

Houston
1500 CityWest Blvd
Suite 500
TX 77042
T 713 952-9990
F 713 952-9939
1 888 872-4795

Corpus Christi
500 N Shoreline
Suite 1200
P O Box 870
TX 78403-0870
T 361 883-1711
F 361 844-0101
1 800 756-0918

Victoria
3902 John Stockbauer
Suite A
TX 77904
T 361 573-9151
F 361 573-1616

Portland
601 Moore Ave
P O Box 1267
TX 78374
T 361 643-6596
F 361 643-2649
1 800 756-0918

A Higginbotham Company

Gonzalez
Engineering &
Management

2022 AUDITED FINANCIALS

Gonzalez Engineering & Management, LLC

Financial Statements

December 31, 2022

Adamson & COMPANY, LLC
CPAs & ADVISORS

Gonzalez Engineering & Management, LLC

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Adamson
& COMPANY, LLC
CPAS & ADVISORS

Craig A. Adamson, CPA CFF-Partner
Austin Adamson, CPA MAcc-Partner
Jennifer M. Perales, CPA MBA-Partner

Independent Auditor's Report

August 14, 2023

Mr. Hugo Gonzalez
Gonzalez Engineering & Management, LLC
McAllen, TX 78504

Opinion

We have audited the accompanying financial statements of Gonzalez Engineering & Management, LLC (a Texas Limited Liability Company), which comprise the balance sheet as of December 31, 2022, and the related statements of income, member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gonzalez Engineering & Management, LLC as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gonzalez Engineering & Management, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Gonzalez Engineering & Management, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will

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always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gonzalez Engineering & Management, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gonzalez Engineering & Management, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. Supplementary Schedules I, II and III are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Adamson & Company, LLC

Adamson & Company, LLC

GONZALEZ ENGINEERING & MANAGEMENT, LLC

Balance Sheet

December 31, 2022

ASSETS

Current Assets	
Cash and Cash Equivalents	$ 5,381
Accounts Receivable (Note 2)	1,091,576
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts (Note 3)	1,047,881
Total Current Assets	2,144,838
Property and Equipment (Note 5)	563,000
Total Assets	$ 2,707,838

LIABILITIES AND MEMBER'S EQUITY

Current Liabilities	
Accounts Payable	$ 814,678
Accrued Payroll and Expenses	7,071
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts (Note 3)	538,573
Current Portion of Long-Term Debt (Note 6)	28,451
Total Current Liabilities	1,388,773
Noncurrent Liabilites	
Long-Term Debt, Less Current Portion (Note 6)	167,525
Total Liabilities	1,556,298
Member's Equity	1,151,540
Total Liabilities and Member's Equity	$ 2,707,838

See accompanying notes to financial statements

GONZALEZ ENGINEERING & MANGAGEMENT, LLC

Statement of Income

Year Ended December 31, 2022

Revenues (Notes 8 and 9)	
Construction	$ 5,120,971
Engineering	127,326
Total Revenues	5,248,298
Cost of Revenues	4,012,410
Gross Profit	1,235,887
Operating Expenses (Schedule I)	458,629
Income from Operations	777,258
Other Income (Expenses)	
Interest Income	272
Interest Expense	(4,895)
Gain on Disposals of Property and Equipment	7,177
Insurance Proceeds	6,117
Miscellaneous Income	3,488
Total Other Income (Expenses)	12,159
Net Income	789,417
Member's Equity at January 1	200,067
Contributions	211,734
Distibutions	(49,677)
Member's Equity at December 31	$ 1,151,540

See accompanying notes to financial statements

GONZALEZ ENGINEERING & MANAGEMENT, LLC

Statement of Cash Flows

Year Ended December 31, 2022

Cash Flows from Operating Activities	
Net Income	$ 789,417
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Depreciation and Amortization Expense	45,486
Gain on Disposals of Property and Equipment	(7,177)
Changes in Operating Assets and Liabilities:	
Accounts Receivable	(844,993)
Costs and Estimated Earnings in Excess of Billings	(1,018,909)
Accounts Payable	611,047
Accrued Payroll and Expenses	(6,062)
Billings in Excess of Costs and Estimated Earnings	533,967
Net Cash Provided by Operating Actvities	102,775
Cash Flows from Investing Activities	
Purchases of Property and Equipment	(272,157)
Proceeds from Disposal of Property and Equipment	14,165
Net Cash Used by Investting Actvities	(257,992)
Cash Flows from Financing Activities	
Prinicpal Payments on Long-Term Debt	(2,000)
Contribtions from Member	211,734
Distributions to Member	(49,677)
Net Cash Provided by Financing Activities	160,057
Net Increase in Cash	4,840
Beginning Cash	541
Ending Cash	$ 5,381
Supplemental Disclosures:	
Cash Paid for Interest	$ 4,895
Noncash Investing and Financing Activities:	
Financed Purchases of Property and Equipment	$ 197,977

See accompanying notes to financial statements

Note 1: Summary of Significant Accounting Policies

Nature of Operations

Gonzalez Engineering & Management, LLC (the Company) is a limited liability company primarily engaged in providing civil, structural and industrial engineering services as well as construction management services from offices in Edinburg, Texas. Work is performed as service work, cost-plus-fee or fixed price contracts. Substantially all of the Company's customers are geographically concentrated in South Texas.

Basis of Accounting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting and in conformity with accounting principles generally accepted (GAAP) in the United States of America.

Revenue from engineering contracts is recognized when performance obligations under the related contract terms have been fulfilled. Related expenses are recognized when incurred.

Contract revenues are recognized on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract (cost-to-cost method). That method is used because management considers total cost to be the best available measure of progress on the contract. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Construction contract costs include all direct material, labor and subcontract costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools, and repairs. Costs of construction contracts are charged to earnings on the percentage-of-completion method used to recognize revenues. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Cost and Estimate Earnings in Excess of Billings on Uncompleted Contracts," represents contract revenues recognized in excess of amounts billed. The liability, "Billing in Excess of Costs and Estimated Earnings on Uncompleted Contracts," represents billings in excess of contract revenues earned and recognized.

Cash & Cash Equivalents

Cash consists of funds readily available in bank accounts and other short term liquid accounts. Funds must be available in 90 days or less to be classified as a cash equivalent.

Note 1: Summary of Significant Accounting Policies (continued)

Accounts Receivable

The carrying amount of accounts receivable is reduced by an allowance for doubtful accounts that reflects management's best estimate of the amounts that may not be collected.

Probable uncollectible amounts are reflected through a charge to earnings and a credit to the allowance for doubtful accounts. Balances deemed uncollectible are written off.

Property and Equipment

Property and equipment are recorded at cost. Repairs and maintenance are charged to expense as incurred. Renewals and betterments are capitalized. As assets are sold or are otherwise disposed of, the asset and the related accumulated depreciation are removed, and the gain or loss is recognized.

For financial statement reporting purposes, depreciation is computed using the straight-line method over useful lives as follows:

Vehicles	5 years
Construction Equipment	7 years

Compensated Absences

Employees of the Company are entitled to paid vacation and paid sick days depending on job classification, length of service, and other factors. It is not practicable for the Company to estimate the amount of compensation for future absences. Accordingly, no liability for compensated absences has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when actually paid to employees.

Income Taxes

The Company elected S Corporation status effective January 1, 2021. Earnings and losses will be included in the personal income tax of the sole proprietor. Therefore, no income tax provision is recorded by the Company. The Company files a state franchise tax return in Texas.

Advertising

Advertising costs are expensed as incurred and totaled $5,068 for the year ended December 31, 2022.

Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Date of Management's Review

Subsequent events have been evaluated through August 14, 2023, the date the financial statements were available to be issued.

Note 2: Accounts Receivable
Accounts receivable at December 31, 2022 consist of the following:

Construction, Excluding Retainage	$ 852,319
Allowance for Doubtful Accounts	(4,939)
Retainage	244,196
TOTAL	$1,091,576

Note 3: Costs and Estimated Earnings on Uncompleted Contracts
Uncompleted contracts at December 31, 2022 are as follows:

Costs Incurred on Uncompleted Contracts	$2,841,090
Estimated Earnings	743,051
Revenue Earned on Uncompleted Contracts	3,584,141
Less: Billings to Date	3,074,833
	$ 509,308

Included in the accompanying balance sheet under the captions:

Costs and Estimated Earnings in Excess of Billings	$1,047,881
Billings in Excess of Costs and Estimated Earnings	(538,573)
	$ 509,308

Note 4: Backlog
At December 31, 2022, the Company expects to realize $6,046,375 in revenue from work yet to be performed on uncompleted contracts.

Note 5: Property and Equipment
Property and Equipment at December 31, 2022 are as follows:

Vehicles	$ 270,240
Construction Equipment	343,863
	614,103
Less: Accumulated Depreciation	(51,103)
Net Property & Equipment	$ 563,000

Depreciation and amortization expense was $45,486 for the year ended December 31, 2022.

Note 6: Long-Term Debt

Long-term debt consists of the following:

Note payable to finance company, due in monthly principal and interest installments of $926, interest at 0%, secured by vehicles	$ 64,663
Note payable to finance company, due in monthly principal and interest installments of $1110, interest at 5.49%, secured by vehicles	67,783
Note payable to finance company, due in monthly principal and interest installments of $1,040, interest at 5.49%, secured by vehicles	63,530
Total Amount of Debt	195,976
Less: Current Portion	28,451
Long-Term Debt	$167,525

Future maturities of long-term debt are as follows:

Year Ending	
2023	$ 28,451
2024	31,062
2025	32,203
2026	33,408
2027	34,682
Thereafter	36,170
	$195,976

Note 7: Concentrations

During the year ended December 31, 2022, two customers represented 32% and 18% of total revenues.

Note 8: Related Party Transactions

During the year ended December 31, 2022, the Company earned $126,641 in revenues from an affiliate by common ownership.

SCHEDULE I

GONZALEZ ENGINEERING & MANAGEMENT, LLC

Schedule of Operating Expenses

Year Ended December 31, 2022

Automobile Expense	$	7,486
Bad Debt Expense		4,939
Bank Service Charges		2,347
Charitable Contributions		2,652
Continuing Education		6,588
Depreciation and Amortization		45,486
Dues and Subscriptions		3,732
Email & Fax Services		1,159
Employee Benefits		52,176
Franchise Tax		2,590
Insurance		74,716
Licenses and Permits		190
Marketing		5,068
Meals and Entertainment		6,851
Office Supplies & Furniture		9,243
Payroll		159,529
Professional Fees		12,200
Repairs & Maintenance		19,649
Safety Clothing		1,001
Shipping		787
Technology Expense		12,424
Telephone Expense		1,313
Tools and Equipment		11,184
Travel		5,280
Uniforms		2,664
Utilities		5,755
Warranties		1,618
Total Operating Expenses	$	458,629

SCHEDULE II

GONZALEZ ENGINEERING & MANAGEMENT, LLC

Uncompleted Contracts

December 31, 2022

Description	Contract Amount	Estimated Costs	Gross Profit	Costs To Date	Percentage Complete	Recognized Revenue	Billings To Date	Under Billed	Over Billed
HCDD1 Rado Alternate Phase I	$ 2,112,581	$ 2,006,952	$ 105,629	$ 470,508	23.44%	495,272	$ 460,152	35,120	-
Progreso LPOE Import/Export Lot Improvements Phase II	2,779,917	2,223,934	555,983	855,253	38.46%	1,069,076	1,607,086	-	538,010
DAP 15	117,920	111,434	6,486	105,267	94.47%	111,394	111,946	-	552
ARS Wet Lab	30,000	28,500	1,500	4,995	17.53%	5,258	4,827	432	-
MAB Underground Utilities	20,000	19,000	1,000	342	1.80%	360	371	-	11
2203 Radiant Lane	300,000	300,000	-	149,359	49.79%	149,359	136,800	12,559	-
Progreso Waste Water	67,535	54,028	13,507	18,461	34.17%	23,077		23,077	-
La Joya ISD Canopies Phase II	1,473,751	1,252,688	221,063	105,604	8.43%	124,240		124,240	-
La Joya ISD Canopies Phase III	1,342,262	1,140,923	201,339	560,226	49.10%	659,089		659,089	-
Siddons Martin Emergency Service Bldg.	1,379,380	827,628	551,752	563,913	68.14%	939,855	747,697	192,158	-
Dulciena	7,161	7,161	-	7,161	100.00%	7,161	5,955	1,206	-
TOTALS	$ 9,630,507	$ 7,972,248	$ 1,658,259	$ 2,841,090		$ 3,584,141	$ 3,074,833	$ 1,047,881	$ 538,573

SCHEDULE III

GONZALEZ ENGINEERING & MANAGEMENT, LLC

Contracts Completed

Year Ended December 31, 2022

Description	Final Contract Price	Total Costs Incurred	Gross Profit
La Feria Main Street Subdivision	$ 1,495,036	$ 1,339,985	$ 155,051
Kayla Lane Phase I	60,864	7,440	53,424
City of Combes Commercial Road Project	438,059	249,789	188,270
City of Combes Phase II	269,000	148,278	120,722
ARS Building	4,068	3,776	292
Bldg. 6017 Phase III	740	686	54
USDA Parking Lot	28,843	26,896	1,947
Cameron County Survey	1,672	1,547	125
Water Main & Line Repair	3,299	3,051	248
TX City Electric	1,277	1,277	-
USDA Water Line Break	2,400	154	2,246
	$ 2,305,258	$ 1,782,879	$ 522,379

Gonzalez
Engineering &
Management

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11th day of December, 2023.

Gonzalez Engineering & Management, LLC
Name of Bidder

Signature of Bidder

Hugo P. Gonzalez Jr., PE, PMP, Principal
Title of Signatory

END OF SECTION

Gonzalez
Engineering &
Management

EQUIPMENT & MATERIAL LIST

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavator	X	
Front end loader	X	
Backhoe	X	
Compactor	X	
Dump truck	X	
Tandem roller	X	
Motor grader	X	
Asphalt paver	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Caliche	Filegonia Materials
Asphalt	Upper Valley Materials
RC Pipe	Rio Valley Pipe / Aguaworks
Concrete	Magic Valley Concrete
Rebar	La Mina Hardware & Lumber
Inlets & Manholes	L&R Precast
PVC Pipe	Aguaworks

BIDDER

Executed this: 12th Day of : December 20. 23

By: Hugo P. Gonzalez Jr., PE, PMP
BIDDER

Title: Principal

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December, 2023

NOTARY PUBLIC

VIVIAN GONZALEZ
Notary ID #129708805
My Commission Expires
February 11, 2026

END OF SECTION

Gonzalez
Engineering &
Management

NON-BRIBERY MODEL FORM

CITY OF EDINBURG NON-BRIBERY MODEL FORM

Gonzalez Engineering & Management

December 11, 2023

City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

Dear City of Edinburg :

The undersigned party certifies that Gonzalez Engineering & Management, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Hugo P. Gonzalez Jr., PE, PMP
Printed name

Hug. P. G. Jr.
Signature

Principal
Position in bidding company

12/11/2023
Date

Gonzalez
Engineering &
Management

PERFORMANCE BOND

PERFORMANCE BOND

Contractor Name: Gonzalez Engineering & Management, LLC Address *(principal place of business)*: **PO Box** 3275 Edinburg, TX 78540	**Surety** Name: **M Surety** Address *(principal place of business)*: 5728 Root Road Spring, TX 77389
Owner Name: **City Of Edinburg** Mailing address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78541	**Contract** Description *(name and location)*: **Doolittle Detention Pond Edinburg**, TX Contract Price: TBD if awarded Effective Date of Contract: TBD

Bond

Bond TBD

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

PAYMENT BOND

Contractor Name: Gonzalez Engineering & Management, LLC Address *(principal place of business)*: **PO Box** 3275 Edinburg, TX 78540	**Surety** Name: **M Surety** Address *(principal place of business)*: 5728 Root Rd. Spring, TX 77389
Owner Name: **City of Edinburg** Mailing address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78541	**Contract** Description *(name and location)*: **Doolittle Detention Pond** **Edinburg**, TX Contract Price: **TBD if awarded** Effective Date of Contract: **TBD if awarded**

Bond

Bond **TBD if awarded**

Date of Bond: **TBD if awarded**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
   5.1. Claimants who do not have a direct contract with the Contractor
      5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
      5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
   5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
   7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
   7.2. Pay or arrange for payment of any undisputed amounts.
   7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

Gonzalez
Engineering &
Management

AFFIDAVIT OF INSURANCE

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Hugo P. Gonzalez Jr., PE, PMP, who
[Affiant]

being by me duly sworn on his oath stated that he is Principal, of
[Title]

Gonzalez Engineering & Management, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Hugo P. Gonzalez Jr.
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on December 11, 2023.
[Date]

VIVIAN GONZALEZ
Notary ID #129708805
My Commission Expires
February 11, 2026

Vivian Gonzalez
Notary Public in and for the State of TEXAS

Vivian Gonzalez
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: February 11, 2026
[Expiration Date]

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870	**CONTACT NAME:** Nicole Ybanez **PHONE (A/C, No, Ext):** 361-561-2194 **FAX (A/C, No):** 361-844-0101 **E-MAIL ADDRESS:** nybanez@higginbotham.net
INSURED GONZENG-01 Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Texas Mutual Insurance Company — 22945 **INSURER B :** State Auto Insurance Company Of Ohio — 11017 **INSURER C :** Navigators Specialty Insurance Company — 36056 **INSURER D :** Guideone National Insurance Company — 14167 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1944068690 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			563000937-00	6/24/2023	6/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			10001138CA	6/24/2023	6/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $			HO23EXCZ0EDTKIC	6/24/2023	6/24/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002033710	6/24/2023	6/24/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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See Attached...

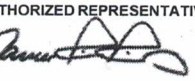
CERTIFICATE HOLDER

_Sample Certificate
.....
.....
....

CANCELLATION

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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AGENCY CUSTOMER ID: GONZENG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form CG2010 04/13 - Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization and per Form CG2037 04/13 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations.

General Liability policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form CG2404 05/09 - Waiver of Transfer of Rights of Recovery Against Others To Us.

General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per CG2001 04/13 - Primary and Non-Contributing Insurance.

General Liability policy includes Form CG2503 03/97 - Amendment of Limits - Designated Construction Project(s) General Aggregate Limit.

Automobile Liability policy provides automatic waiver of subrogation and additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form BA3000 - 12/15 - Business Auto Policy Plus Endorsement.

Automobile Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per Form CA0449 11/16 - Primary and Non-Contributory Insurance - Automatic Status.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Blanket Texas Waiver of Transfer of Our Right To Recover From Others Endorsement.

Workers' Compensation policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium per Form WC420601 - Blanket Texas Notice of Material Change Endorsement.

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Gonzalez
Engineering &
Management

FORM OF BUSINESS

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Gonzalez Engineering & Management, LLC
Mailing Address: PO Box 3275 Edinburg, TX 78540

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Hugo P. Gonzalez Jr., PE, PMP, Principal
[Typed Name and Title of Authorized Representative]

Hugo P. Gonzalez
[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Gonzalez
Engineering &
Management

CERTIFICATE REGARDINGT DEBARMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gonzalez Engineering & Management, LLC
[Typed Name of Company:]

Hugo P. Gonzalez Jr., PE, PMP, Principal
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870	**CONTACT NAME:** Nicole Ybanez **PHONE (A/C, No, Ext):** 361-561-2194 **FAX (A/C, No):** 361-844-0101 **E-MAIL ADDRESS:** nybanez@higginbotham.net
INSURED GONZENG-01 Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company 22945 **INSURER B :** State Auto Insurance Company Of Ohio 11017 **INSURER C :** Navigators Specialty Insurance Company 36056 **INSURER D :** Guideone National Insurance Company 14167 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1944068690 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			563000937-00	6/24/2023	6/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10001138CA	6/24/2023	6/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			HO23EXCZ0EDTKIC	6/24/2023	6/24/2024	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002033710	6/24/2023	6/24/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

See Attached...

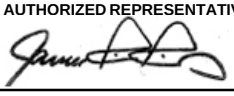
CERTIFICATE HOLDER

_Sample Certificate
.....
.....
....

CANCELLATION

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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AGENCY CUSTOMER ID: GONZENG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Higginbotham Insurance Agency, Inc.		Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form CG2010 04/13 - Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization and per Form CG2037 04/13 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations.

General Liability policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form CG2404 05/09 - Waiver of Transfer of Rights of Recovery Against Others To Us.

General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per CG2001 04/13 - Primary and Non-Contributing Insurance.

General Liability policy includes Form CG2503 03/97 - Amendment of Limits - Designated Construction Project(s) General Aggregate Limit.

Automobile Liability policy provides automatic waiver of subrogation and additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form BA3000 - 12/15 - Business Auto Policy Plus Endorsement.

Automobile Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per Form CA0449 11/16 - Primary and Non-Contributory Insurance - Automatic Status.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Blanket Texas Waiver of Transfer of Our Right To Recover From Others Endorsement.

Workers' Compensation policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium per Form WC420601 - Blanket Texas Notice of Material Change Endorsement.

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Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 802987765 04/12/2018
Document #: 806949080003
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Gonzalez Engineering & Management, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Hugo P Gonzalez Jr

C. The business address of the registered agent and the registered office address is:

Street Address:
2614 Hylton Avenue Edinburg TX 78539

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Hugo P Gonzalez Jr** Title: **Manager**

Address: **2614 Hylton Avenue Edinburg TX, USA 78539**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Hugo P. Gonzalez Jr. **2614 Hylton Avenue, Edinburg, TX 78539**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Hugo P. Gonzalez Jr.

Signature of Organizer

FILING OFFICE COPY

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

Gonzalez Engineering & Management, LLC

Printed Name and Title:

Hugo P. Gonzalez Jr., PE, PMP, Principal

Authorized Signatory:

Hug. P. G. Jr.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gonzalez Engineering & Management, LLC
(Full, correct legal name)

- Address: PO Box 3275 Edinburg, TX 78540
- Telephone/Fax: 956-304-0100(O); 956-513-0884(F)
- Email address: Hugo@gemengineers.net; Vivian@gemengineers.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? No

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?
4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

5 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 30

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Hugo P. Gonzalez Jr., PE, PMP
Address: PO Box 3275 Edinburg, TX 78540
Telephone: 361-290-4810
Fax: 956-513-0884
Email: Hugo@gemengineers.net

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
None

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of

Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Hugo P. Gonzalez Jr., PE, PMP

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Hugo P. Gonzalez Jr., PE, PMP

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Hugo P. Gonzalez Jr., PE, PMP, the undersigned representative of Gonzalez Engineering & Management, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

Hugo P. Gonzalez Jr., PE, PMP, Principal

SIGNATURE OF COMPANY REPRESENTATIVE:

Hugo P. Gonzalez Jr., PE, PMP, Principal

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Hugo P. Gonzalez Jr., being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Gonzalez Engineering & Management, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign H. P. G. Jr.

Title Hugo P. Gonzalez Jr., PE, PMP, Principal

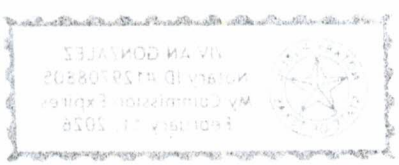
Subscribed and sworn to me this 11th day of December 2023

By: Hugo P. Gonzalez Jr.

Notary Public Vivian Gonzalez



My commission expires February 11, 2026



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Gonzalez Engineering & Management, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ing. P. L. L.

Signature of vendor doing business with the governmental entity

12/12/2023

Date

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Unity Park Road Improvement Phase 1

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: Richared LeFevre PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Unity Park Road Improvement Phase 2

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: 

Printed Name: Richared LeFevre PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Mile 3-3/4 Road and Schuerbach Drainage Improvements

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory ____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: _____

Printed Name: Javier Hinojosa PE

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Main Street Subdivision

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes ✓ No___

3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____

4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: _____

Printed Name: Ernesto Silva

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Import & Export Lot Expansion Improvement Phase 1

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Marga A Lopez

Printed Name: Marga Lopez

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Import & Export Lot Expansion Improvement Phase 2

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent X Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes X No___

3. Provided completed warranty documents and performed warranty items timely: Yes X No____

4. Contractor's history of completing on schedule: Excellent X Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent X Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent X Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes X No____

Signature: Marga A Lopez

Printed Name: Marga Lopez

Date: 12/11/2023

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Siddons Martin Office Building and Site Improvements

Reference Company Name: Gonzalez Engineering and Management

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No____
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Mark Hanna

Printed Name: Mark Hanna

Date: 12/11/2023

City of Edinburg
Attention: Purchasing Department
415 West University Drive
Edinburg, Texas 78539

To Whom It May Concern,

I would like to provide this letter along with the attached questionnaire to further express my opinion of Gonzalez Engineering and Management. I have utilized GEM on several construction projects and have been extremely pleased with their performance. They are a professional company which completes projects in a timely manner and within budget. They highly knowledgeable in the areas of paving, utilities and building construction. If I had a project, I most definitely would contract them again.

If you have any questions, please call me at (956) 792-2588.

Respectfully

Ernesto S. Silva

PROGRESO International BRIDGE

P.O. Box 130 Progreso, Texas 78579 • TEL: (956) 565-6361 • FAX: (956) 565-6362

December 11, 2023

RE: Letter of Recommendation
Gonzalez Engineering and Management

Dear Evaluating Committee:

Please let this letter serve as a very positive Letter of Recommendation for Gonzalez Engineering and Management (GEM). GEM has worked on 3 large projects for the Sam R. Sparks LP, DBA as Progreso International Bridge, which included work on water and sewer utilities, drainage, fencing, concrete and asphalt paving, and soon buildings will be erected at the Progreso Port of Entry Customs and Border Protection Department of Homeland Security facilities. GEM Staff has always been very professional, flexible in reacting to changes and timely meeting all deadlines. The work is done as plans specified and meetings were called to address any concerns. GEM always kept us informed in our periodic meetings and were always prepared with applicable documentation. In summary, we would highly recommend Gonzalez Engineering and Management for any projects.

Please feel free to contact me at the Bridge (956)565-6361 or Cell (956)373-6361 if you need additional information.

Marga A. Lopez
Bridge Director
Progreso International Bridge

December 12, 2023

ATTN: City of Edinburg Purchasing Department

REF: Letter of Recommendation
Gonzalez Engineering & Management

Dear Review Committee,

I am writing this letter to provide a strong recommendation for Gonzalez Engineering & Management as I have worked with them on various large project. As the previous City Engineer at the City of Pharr they performed very well. They are very professional and responsive to the client's needs. They are very cognizant of the clients budget and project schedule and look for ways to bring potential savings to the project through value engineering when unforeseen conditions arise in the field

Here at the Drainage District, I have had the same experience with Gonzalez Engineering and Management. I am confident in their exceptional skills and ability their team has. Quality is of the upmost importance to them and if something is not up to standard they will correct it without hesitation.

That is why I have no doubt that they will be a valuable candidate for any construction project they may be awarded

Should you require any further information or have any questions, please do not hesitate to contact me at (956) 457-5743.

Respectfully,

Omar Anzaldua Jr, P.E.,.CFM, PMP, CCM
Hidalgo County Drainage District No. 1
Assistant District General Manager

HUGO P. GONZALEZ JR., PE, PMP, PROJECT MANAGER

Overview of Professional Experience

Hugo P. Gonzalez, Jr., PE, CFM, PMP is a Graduate Professional Civil Engineer with **over twenty (20) years of experience** in direct engineering field operations, including civil design, data analysis, construction management, and inspection for various infrastructure and transportation construction projects. His experience includes technical design, hydrology & hydraulic analysis, cost and feasibility analysis, and management of major projects in South Texas. Mr. Gonzalez offers a unique understanding and knowledge of general engineering inspection strategies and provisions related to assessment, information gathering, and alternatives analysis for infrastructure development projects. Mr. Gonzalez has been a Project Manager for several multi-million-dollar construction projects. He has successfully managed projects in excess of $200 million simultaneously. Mr. Gonzalez will serve as Project Manager for this project.

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
30 years

Total years of experience in proposed role:
25 years

Education:

- Masters of Science, Civil / Hydrology & Hydraulics Engineering, Texas A&M University-Kingsville, 2004
- Bachelor's of Science, Civil Engineering, Texas A&M University Kingsville, 2000

Professional licenses, registrations and certifications:

- PE – 2003, Texas, #95680
- Project Management Professional, PMP

Project Experience

1. Project Manager – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Project Manager – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
    a) Project cost - $1,347,655
    b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. Project Manager – HCDD1 Mission-McAllen Rado Alternate Phase 1
    a) Project cost - $2,301,375
    b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
4. Project Manager – Unity Park Road Improvements Phase 1 & 2
    a) Project cost - $438,059 & $269,000 Total = $707,059
    b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
5. Project Manager– Import/Export Lot Improvements Phase 1 & 2
    a) Project Cost - $1,149,758 & $2,992,007 Total=$4,141,765
    b) 13400 SY of heavy duty concrete pavement, roadside ditch excavation, lift station, concrete rip rap, culverts with headwall, inlets, security fencing
6. Project Manager – United Irrigation District Off Channel Storage Facility
    a) Project Cost - $6,237.209
    b) Construction of 52 acres of raw water detention for United irrigation district, including 72" RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
7. Project Manager – Siddons Martin Emergency Service Building
    a) Project Cost - $1,486,455
    b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap
8. Project Manager – ESSER Canopy Structures Phase 2
    a) Project Cost - $1,473,751
    b) Construction of 14 canopies including concrete foundations, sidewalks, storm drains, pavement repair, etc. at 14 different schools in the La Joya ISD district

JUAN F. URIBE, SUPERINTENDENT

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
30 years

Total years of experience in proposed role:
25 years

Education:
- High School GED

Trainings:
- Training for trench and excavation safety
- Red Cross training course (First Aid Basics)
- Occupation Safety & Health Training Course (O.S.H.A)
- Work Zone Traffic Control Course
- Effective Supervisory Course

Overview of Professional Experience

Juan F. Uribe has over 30 years of construction experience. Mr. Uribe is well knowledgeable in reviewing engineer's designs, technical drawings, sketches and specifications for projects. Mr. Uribe is also excellent at project coordination, project procedures and quality documentation. He also ensures that the jobsite is under safe operations, monitors subcontractors and provides assistance when conflicts or unforeseen situations arise in any given circumstance.

Project Experience

1. Superintendent – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Superintendent – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
    a) Project cost - $1,347,655
    b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. Superintendent – PSJA Elvis J. Ballew Parking Improvements & Renovations
    a) Project cost - $872,035
    b) New concrete and asphalt parking lot, drainage detention pond, storm water System, ADA parking and ramps, sidewalks, canopies, other improvements
4. Superintendent – ROC Hospital Parking Lot Improvements
    a) Project cost - $153,997
    b) New asphalt parking lot, drainage detention pond, stormwater system, ADA parking and ramps, sidewalks
5. Superintendent – Taqueria Kiko's Parking Lot
    a) Project Cost - $120,000
    b) Building foundation for new commercial plaza, concrete pavement, ADA parking, drainage improvements, water services, detention swell, sanitary services, traffic control
6. Superintendent – HCDD1 Mission-McAllen Rado Alternate Phase 1
    a) Project cost - $2,301,375
    b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
7. Superintendent – USDA MAB Fence Repairs
    a) Project Cost - $641,560
    b) Security Fencing install
8. Superintendent – City of Bishop Stormwater Drainage Improvements
    a) Project Cost - $252,246
    b) Drainage improvements

LUIS J. NAVA, PE

Gonzalez Engineering & Management

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
35 years

Total years of experience in proposed role:
31 years

Education:

- Masters of Science, Environmental Engineering, Texas A&M University-Kingsville, 1999
- Masters of Science, Operation and Management of Ports, University of Tamaulipas-Mexico, 1999
- Bachelors of Science, Civil Engineering, University of Tamaulipas-Mexico, 1985

Professional licenses, registrations and certifications:

- PE – 2004, Texas, #94121
- TCEQ Operator License – Type C (Water)
- TCEQ Operator License – Type D (Sewer)
- TCEQ Operator License- OSFF

Overview of Professional Experience

Luis Nava holds a TCEQ Operator License, Type D and OSFF. He has over thirty-four (35) years of experience as a Civil Engineer providing professional services including environmental and industrial safety; design; construction; and inspection of sanitary sewer systems; design and construction of on-site sanitary sewer facilities; waterlines; lift stations; and wastewater treatment plants; hydraulic and hydrologic analysis for the design, analysis, inspection, and evaluation of utility systems. Mr. Nava also has experience performing design land development studies, design and construction of county roads, city streets, and design of storm water drainage infrastructure for TxDOT.

Project Experience

1. QA/QC Manager – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb intlets, culverts (18 – 36”)
2. QA/QC Manager – HCDD1 3 ¾ Mile Rd. & Shuerbach Rd. Drainage Improvements
    a) Project cost - $1,347,655
    b) Ditch excavation, new drainage system, inlets, reinforced concrete pipe, concrete rip rap, pavement repair, roadside swales, boring under irrigation district canal
3. QA/QC Manager – HCDD1 Mission-McAllen Rado Alternate Phase 1
    a) Project cost - $2,301,375
    b) Ditch excavation, new drainage, concrete rip rap, inlets, 10x10 reinforced concrete boxes
4. QA/QC Manager – Unity Park Road Improvements Phase 1 & 2
    a) Project cost - $438,059 & $269,000 Total = $707,059
    b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
5. QA/QC Manager– Import/Export Lot Improvements Phase 1 & 2
    a) Project Cost - $1,149,758 & $2,992,007 Total=$4,141,765
    b) 13400 SY of heavy duty concrete pavement, roadside ditch excavation, lift station, concrete rip rap, culverts with headwall, inlets, security fencing
6. QA/QC Manager – United Irrigation District Off Channel Storage Facility
    a) Project Cost - $6,237.209
    b) Construction of 52 acres of raw water detention for United irrigation district, including 72” RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
7. QA/QC Manager – Siddons Martin Emergency Service Building
    a) Project Cost - $1,486,455
    b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap
8. QA/QC Manager – ESSER Canopy Structures Phase 2
    a) Project Cost - $1,473,751
    b) Construction of 14 canopies including concrete foundations, sidewalks, storm drains, pavement repair, etc. at 14 different schools in the La Joya ISD district

JESUS HECTOR FLORES, SAFETY MANAGER

Overview of Professional Experience

Mr. Jesus Hector Flores has more than **twenty (20) years of experience** in public and private sector projects including Gas Stations Design-Build projects, Commercial and Residential construction observation. He has extensive experience in construction management including new building construction, site work utilities, field investigations, conflict resolution, stormwater systems, sanitary system, project closeout, and construction staking and surveying. Mr. Flores has been a Senior Designer and has extensive design experience. Mr. Flores will serve as Safety Manager for this project.

Name of firm:
GONZALEZ ENGINEERING & MANAGEMENT

Total years of experience:
20 years

Total years of experience in proposed role:
25 years

Education:

- Architectural Degree from the Universidad Autonoma de Nuevo Leon, 1993
- Construction Quality Management for Contractors from U.S. Army Corps of Engineers SWG-04-19-0017

Project Experience

1. Safety Manager – La Feria Main Street Estates
    a) Project cost - $1,391,764
    b) New subdivision of 101 residential lots, drainage improvements, detention pond, curb inlets, culverts (18 – 36")
2. Safety Manager – Unity Park Road Improvements Phase 1 & 2
    a) Project cost - $438,059 & $269,000 Total = $707,059
    b) New asphalt pavement, concrete driveway, roadside ditch excavation, concrete Culvert with headwall, detention pond
3. Safety Manager– Import/Export Lot Improvements Phase 1 & 2
    a) Project Cost - $1,149,758 & $2,992,007 Total=$4,141,765
    b) 13400 SY of heavy duty concrete pavement, roadside ditch excavation, lift station,
    c) concrete rip rap, culverts with headwall, inlets, security fencing
4. Safety Manager – United Irrigation District Off Channel Storage Facility
    a) Project Cost - $6,237.209
    b) Construction of 52 acres of raw water detention for United irrigation district,
    c) including 72" RCP pipe, new pump house with SCADA system, 1 mile of levee improvement
5. Safety Manager – Siddons Martin Emergency Service Building
    a) Project Cost - $1,486,455
    b) New 15000 SF warehouse & office building including detention pond, asphalt parking, concrete parking for heavy vehicles, inlets, concrete rip rap

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Gonzalez Engineering & Management, LLC
PO BOX 3275
Edinburg, TX 78540

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
4650 Westway Park Blvd
Houston, TX 77041-2036

OWNER:
(Name, legal status and address)
City of Edinburg

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Doolittle Detention Pond

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

Gonzalez Engineering & Management, LLC	
(Principal)	(Seal)
(Witness)	*(Title)* Hugo P. Gonzalez Jr., Principal
	Travelers Casualty and Surety Company of America
(Surety)	(Seal)
(Witness) Mireli Stanford, Surety Witness	*(Title)* Megan Liescheski, Attorney-In-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MEGAN LIESCHESKI** of **SPRING** , **Texas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **December** , **2023** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Gonzalez Engineering & Management, LLC		
Corporate Office			
Name:	Hugo P. Gonzalez Jr., PE, PMP	Phone number:	361-290-4810
Title:	Principal	Email address:	Hugo@gemengineers.net
Business address of corporate office:	PO Box 3275 Edinburg, TX 78540		
Local Office			
Name:	Hugo P. Gonzalez Jr., PE, PMP	Phone number:	361-290-4810
Title:	Principal	Email address:	Hugo@gemengineers.net
Business address of local office:	4201 Rio Grande Care Rd., Suite B Edinburg, TX 78541		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/12/2018	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Hugo P. Gonzalez Jr.	Title:	Principal
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:	Vivian Gonzalez	Title:	Principal
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	TBPE Firm		
Licensing Agency:	Texas Board of Professional Engineers		
License No:	F-19772	Expiration Date:	07/31/2024
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jesus H. Flores	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
30-hour OSHA Construction Safety	OSHA	
Heart & heart saver first aid CPR AED	American Heart Association	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Gonzalez Engineering & Management, LLC	0.94	0	63,385	0.98	0	46,690	1.0	0	34,191

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	M Surety Services
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	5728 Root Road Spring, TX 77389

Physical Address (principal place of business):	Same		
Phone (main):	281-602-8892	Phone (claims):	281-602-8892

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Guideone National Insurance Co.	Commercial General Liability - $1M per occurrence		
State Auto Insurance Co.	Auto - $1M per accident		
Navigators Specialty Insurance Co.	Excess Liability $1M - each occurrence		
Texas Mutual Insurance Co.	Workers Compensation - $1M each accident		
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):	PO Box 871 Corpus Christi, TX 78403-0870		
Physical Address (principal place of business):	500 N. Shoreline, Suite 325 Corpus Christi, TX 78401		
Phone (main):	361-561-4237	Phone (claims):	844-857-5899

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	$10,000,000
Estimate of revenue for the previous year:	$5,250,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 5				
As a general contractor:	5	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Gonzalez Engineering & Management, LLC
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Hugo P. Gonzalez Jr., PE, PMP
(typed or printed)

Title: Principal
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	Gonzalez Engineering & Management, LLC				
Project Owner	Hidalgo County Drainage District 1		Project Name	McAllen-Mission Rado Alternate Phase 1	
General Description of Project					
Project Cost	$2,301,375		Date Project	08/2021 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Hugo P. Gonzalez Jr., PE, PMP	Juan F. Uribe	Jesus H. Flores		Luis J. Nava, PE
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul Sesin	General Manager	HCDD1	956-292-7080	Raul.sesin@hcdd1.org
Designer	Noe Saldivar	Project Engineer	B2Z Engineering	956-585-3773	NoeS@b2zeng.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 2	
General Description of Project					
Project Cost	$2,992,007		Date Project	07/2022-end of 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores		Luis J. Nava, PE
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	William Ueckert	Project Engineer	SWG Engineering, LLC	956-968-2194	William@siglerwinstongreenwood.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Progreso Bridge Improvements Phase 3	
General Description of Project					
Project Cost	$10,598,903		Date Project	12/14/2022 - present	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores		Luis J. Nava, PE
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez				
Designer	Ray Gonzalez		Frank Architects	956-949-7447	Ray@rigsdevelopments.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Engineering & Management, LLC				
Project Owner	Hidalgo County Drainage District 1		Project Name	3 3/4 Mile Rd. & Shuerbach Rd. - 2018 Bond Referendum Project No. 2	
General Description of Project					
Project Cost	$1,394,164		Date Project	11/2020 - 12/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Juan F. Uribe	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul Sesin	General Manager	HCDD1	956-292-7080	Raul.sesin@hcdd1.org
Designer	Javier Hinojosa	Project Engineer	Javier Hinojosa Engineering	956-668-1588	javier@javierhinojosaeng.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 1	
General Description of Project					
Project Cost	$1,148,758		Date Project	07/2022-11/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	William Ueckert	Project Engineer	SWG Engineering, LLC	956-968-2194	William@siglerwinstongreenwood.com
Construction Manager					

Project Owner	Progreso LPOE		Project Name	Import/Export Lot Improvements Phase 2	
General Description of Project					
Project Cost	$2,992,007		Date Project	07/2022 - 12/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Alonzo Martinez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Marga Lopez	Bridge Director	Progreso LPOE	956-565-6361	Marga@texasmexicobridges.com
Designer	Jose Reyes	Vice President	SWG Engineering, LLC	956-968-2194	Jreyes@siglerwinstongreenwood.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Engineering Management, LLC				
Project Owner	Siddons North Industrial		Project Name	Siddons Martin Emergency Bldg. - Design/Build	
General Description of Project					
Project Cost	$1,486,455		Date Project	11/2021 - 07/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mark Hanna	Owner	Siddons North Industrial	956-322-4001	mark@hanna.solutions
Designer					
Construction Manager					

Project Owner	City of Combes		Project Name	Unity Park Rd. Improvements Phase 1	
General Description of Project					
Project Cost	$438,059		Date Project	04/2022 - 10/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Aida Gutierrez	City Administrator	City of Combes	956-425-7131	agutierrez@townofcombes.com
Designer	Richard Lefevre	Project Engineer	Lefevre Engineering, PLLC	956-540-9428	Richard@lefevreengineering.com
Construction Manager					

Project Owner	City of Combes		Project Name	Unity Park Rd. Improvements Phase 2	
General Description of Project					
Project Cost	$269,000		Date Project	06/2022 - 10/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Hugo P. Gonzalez Jr., PE, PMP	Hector Perez	Jesus H. Flores	Luis J. Nava, PE	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Aida Gutierrez	City Administrator	City of Combes	956-425-7131	Agutierrez@townofcombes.com
Designer	Richard Lefevre	Project Engineer	Lefevre Engineering, PLLC	956-540-9428	Richard@lefevreengineering.com
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Hugo P. Gonzalez Jr., PE, PMP	
Years of experience as project manager		16	
Years of experience with this organization		5	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen-Mission Rado Alternate Phase 1		10%	12/2023
Import/Export Lot Improvements Phase 2		10%	12/2023
Progreso Bridge Improvements Phase 3		20%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marga Lopez	Name	Mark Hanna
Title/Position	Bridge Director	Title/Position	Owner
Organization	Progreso LPOE	Organization	Siddons North Industrial
Telephone	956-565-6361	Telephone	956-322-4001
Email	Marga@texasmexicobridges.com	Email	Mark@hanna.solutions
Project	Import/Export Lot Improv. Phs1	Project	Siddons Martin Emergency Bldg.
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual		Juan F. Uribe	
Years of experience as project superintendent		41	
Years of experience with this organization		3	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen-Mission Rado Alternate Phase 1		50%	12/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Noe Saldivar	Name	Raul Sesin
Title/Position	Project Engineer	Title/Position	General Manager
Organization	B2Z Engineering	Organization	HCDD1
Telephone	956-585-3773	Telephone	956-282-7080
Email	NoeS@b2zeng.com	Email	Raul.sesin@hcdd1.org
Project	McAllen-Mission Rado Alternate Phs. 1	Project	3 3/4 Mile & Shuerbach Rd.
Candidate's role on project	Project Superintendent	Candidate's role on project	Project Superintendent

Safety Manager			
Name of individual		Jesus H. Flores	
Years of experience as project manager		11	
Years of experience with this organization		3	
Number of similar projects as project manager		24	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Progreso Bridge Improvements Phase 3		25%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mark Hanna	Name	Daniel Chavez
Title/Position	Owner	Title/Position	Owner
Organization	Siddons North Industrial	Organization	Edcon
Telephone	956-322-4001	Telephone	956-884-7006
Email	Mark@hanna.solutions	Email	Daniel@edconbuilders.com
Project	Siddons Martin Emergency Bldg	Project	ROC Hospital Parking Lot
Candidate's role on project	Safety Manager	Candidate's role on project	Safety Manager

Quality Control Manager			
Name of individual		Luis J. Nava, PE	
Years of experience as project superintendent		16	
Years of experience with this organization		3	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
McAllen Mission Rado Alternate Phase 1		10%	12/2023
Progreso Bridge Phase 3 Improvements		25%	06/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Marga Lopez	Name	Noe Saldivar
Title/Position	Bridge Director	Title/Position	Project Engineer
Organization	Progreso LPOE	Organization	B2Z Engineering
Telephone	956-565-6361	Telephone	956-585-3776
Email	Marga@texasmexicobridges.com	Email	NoeS@b2zeng.com
Project	Import/Export Lot Improvements Phs. 1	Project	McAllen-Mission Rado Alternate Phase 1
Candidate's role on project	QC Manager	Candidate's role on project	QC Manager

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11th day of December, 2023

Gonzalez Engineering & Management, LLC
Name of Bidder

Signature of Bidder

Hugo P. Gonzalez Jr., PE, PMP, Principal
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Excavator	X	
Front end loader	X	
Backhoe	X	
Compactor	X	
Dump truck	X	
Tandem roller	X	
Motor grader	X	
Asphalt paver	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Caliche	Filegonia Materials
Asphalt	Upper Valley Materials
RC Pipe	Rio Valley Pipe / Aguaworks
Concrete	Magic Valley Concrete
Rebar	La Mina Hardware & Lumber
Inlets & Manholes	L&R Precast
PVC Pipe	Aguaworks

BIDDER

Executed this: 12th Day of: December 20. 23

By: Hugo P. Gonzalez Jr., PE, PMP
BIDDER

Title: Principal

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December, 2023

NOTARY PUBLIC

VIVIAN GONZALEZ
Notary ID #129708805
My Commission Expires
February 11, 2026

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

Gonzalez Engineering & Management

December 11, 2023

City of Edinburg
415 W. University Dr.
Edinburg, TX 78541

Dear City of Edinburg :

The undersigned party certifies that Gonzalez Engineering & Management, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Hugo P. Gonzalez Jr., PE, PMP
Printed name

Hugo P. Gonzalez Jr.
Signature

Principal
Position in bidding company

12/11/2023
Date

PERFORMANCE BOND

Contractor Name: Gonzalez Engineering & Management, LLC Address *(principal place of business)*: **PO Box** 3275 Edinburg, TX 78540	**Surety** Name: **M Surety** Address *(principal place of business)*: 5728 Root Road Spring, TX 77389
Owner Name: **City Of Edinburg** Mailing address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78541	**Contract** Description *(name and location)*: **Doolittle Detention Pond Edinburg**, TX Contract Price: TBD if awarded Effective Date of Contract: TBD

Bond

Bond TBD

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: Gonzalez Engineering & Management, LLC Address *(principal place of business)*: **PO Box** 3275 Edinburg, TX 78540	**Surety** Name: **M Surety** Address *(principal place of business)*: 5728 Root Rd. Spring, TX 77389
Owner Name: **City of Edinburg** Mailing address *(principal place of business)*: 415 W. University Dr. Edinburg, TX 78541	**Contract** Description *(name and location)*: **Doolittle Detention Pond Edinburg**, TX Contract Price: **TBD if awarded** Effective Date of Contract: **TBD if awarded**
Bond Bond **TBD if awarded** Date of Bond: **TBD if awarded** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Hugo P. Gonzalez Jr., PE, PMP, who
[Affiant]

being by me duly sworn on his oath stated that he is Principal, of
[Title]

Gonzalez Engineering & Management, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

Hugo P. Gonzalez Jr.
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on December 11, 2023.
[Date]

NOTARY PUBLIC STATE OF TEXAS
VIVIAN GONZALEZ
Notary ID #129708805
My Commission Expires
February 11, 2026

Vivian Gonzalez
Notary Public in and for the State of TEXAS

Vivian Gonzalez
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: February 11, 2026
[Expiration Date]

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2023

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 Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403-0870	**CONTACT NAME:** Nicole Ybanez **PHONE (A/C, No, Ext):** 361-561-2194 **FAX (A/C, No):** 361-844-0101 **E-MAIL ADDRESS:** nybanez@higginbotham.net
INSURED GONZENG-01 Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Texas Mutual Insurance Company — 22945 **INSURER B :** State Auto Insurance Company Of Ohio — 11017 **INSURER C :** Navigators Specialty Insurance Company — 36056 **INSURER D :** Guideone National Insurance Company — 14167 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1944068690 **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	
D	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			563000937-00	6/24/2023	6/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			10001138CA	6/24/2023	6/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HO23EXCZ0EDTKIC	6/24/2023	6/24/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002033710	6/24/2023	6/24/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

See Attached...

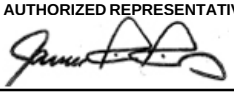
CERTIFICATE HOLDER

_Sample Certificate
.....
.....
....

CANCELLATION

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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AGENCY CUSTOMER ID: GONZENG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Gonzalez Engineering & Management, LLC PO Box 3275 Edinburg TX 78540
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form CG2010 04/13 - Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization and per Form CG2037 04/13 - Additional Insured - Owners, Lessees, or Contractors - Completed Operations.

General Liability policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form CG2404 05/09 - Waiver of Transfer of Rights of Recovery Against Others To Us.

General Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per CG2001 04/13 - Primary and Non-Contributing Insurance.

General Liability policy includes Form CG2503 03/97 - Amendment of Limits - Designated Construction Project(s) General Aggregate Limit.

Automobile Liability policy provides automatic waiver of subrogation and additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form BA3000 - 12/15 - Business Auto Policy Plus Endorsement.

Automobile Liability policy includes a primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such provision per Form CA0449 11/16 - Primary and Non-Contributory Insurance - Automatic Status.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Blanket Texas Waiver of Transfer of Our Right To Recover From Others Endorsement.

Workers' Compensation policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium per Form WC420601 - Blanket Texas Notice of Material Change Endorsement.

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FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Gonzalez Engineering & Management, LLC
Mailing Address: PO Box 3275 Edinburg, TX 78540

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Hugo P. Gonzalez Jr., PE, PMP, Principal
[Typed Name and Title of Authorized Representative]

Hugo P. Gonzalez
[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Rolando B. Pablos
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Gonzalez Engineering & Management, LLC
File Number: 802987765

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/12/2018

Effective: 04/12/2018

Rolando B. Pablos
Secretary of State

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gonzalez Engineering & Management, LLC
[Typed Name of Company:]

Hugo P. Gonzalez Jr., PE, PMP, Principal
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-006

Doolittle Detention Pond

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Wednesday, December 20, 2023

RBM Contractors, LLC Proposal

CONTACT INFORMATION

Company:
RBM Contractors, LLC

Email:
rbmcontractors@yahoo.com

Contact:
Braulio Rios

Address:
9721 E Monte Cristo Rd
Edcouch, TX 78538

Phone:
(956) 292-5556

Website:
www.rbmcontractors.com

Submission Date:
Dec 12, 2023 1:40 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

BidProposal.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Cert_of_Ins_-__.pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(2).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(2).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_of_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE EVALUATIONS ARE REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

Reference_from_owner..pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Rio_Delta_Reference_Letter.pdfJavier_Hinojosa_Reference_Letter.pdfSanta_Cruz_Reference_Letter.pdf

PLEASE UPLOAD RESUMES OF TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY.*
Braulio_Rios_Resume.docxCone_S_Salinas_Resume.pdfJuan_De_La_Garza_Resume.pdfAbrahamn_Izaguirre_Resume.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_Bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Cert_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EEQUIPMENT AND MATERIAL LIST AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_&_Material_List.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery_Form.pdf

PLEASE FILL OUT AND SIGN THE PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond_(2).pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond_(1).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance.pdf

PLEASE FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATE REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Cert_regarding_department.pdf

PRICE TABLES

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$4,525.75	$54,309.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$6,419.75	$109,135.75
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$12,685.95	$76,115.70
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$8,950.00	$26,850.00
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$11,001.62	$55,008.10
TOTAL					$321,418.55

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2,220	LF	$54.50	$120,990.00
2	24" R.R.G.C.P.	750	LF	$69.75	$52,312.50
3	30" R.R.G.C.P.	955	LF	$100.95	$96,407.25
4	36" R.R.G.C.P.	1,744	LF	$142.95	$249,304.80
5	42" R.R.G.C.P.	766	LF	$185.43	$142,039.38
6	48" R.R.G.C.P.	2,780	LF	$215.85	$600,063.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Manhole	45	EA	$5,995.00	$269,775.00
8	Type "A" Inlet	68	EA	$4,550.63	$309,442.84
9	48" Concrete Headwall	2	EA	$3,500.00	$7,000.00
10	Tie Into Exist Type "A" Inlet	3	EA	$1,998.55	$5,995.65
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$914.05	$22,851.25
12	Backfill & Compaction	9,215	LF	$7.95	$73,259.25
13	Trench Protection	9,215	LF	$7.31	$67,361.65
14	Traffic Control	1	LS	$21,985.65	$21,985.65
15	Excavate Pond	8,600	CY	$3.52	$30,272.00
16	Haul Off Dirt	8,600	CY	$4.95	$42,570.00
17	24" Concrete Headwall	3	EA	$2,595.00	$7,785.00
18	36" Concrete Headwall	2	EA	$3,125.00	$6,250.00
19	Existing Stormline (Crush in Place)	2,500	LF	$14.09	$35,225.00
20	Remove Canopy with Bench	7	EA	$1,217.51	$8,522.57
21	Clean Drain Ditch (Both Sides)	840	LF	$7.04	$5,913.60
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$4,575.00	$4,575.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	End of Road Permanent Barricade	4	EA	$426.13	$1,704.52
24	Conflict Box Structure on Irrigation Line	8	EA	$8,995.25	$71,962.00
25	Erosion Control Plan	1	LS	$4,261.29	$4,261.29
26	Remove and Dispose Type "A" Inlet	9	EA	$914.05	$8,226.45
27	Excavate and Haul off extra Dirt	9,800	CY	$7.50	$73,500.00
28	Remove and Dispose Manhole	9	EA	$914.05	$8,226.45
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$9,975.50	$49,877.50
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$10,175.25	$40,701.00
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$10,450.10	$20,900.20
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$11,127.65	$22,255.30
TOTAL					**$2,481,516.10**

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10,000	SY	$28.95	$289,500.00
2	Curb & Gutter	400	LF	$14.39	$5,756.00
3	Remove & Dispose Concrete Headwall	1	EA	$1,760.77	$1,760.77
4	Cut & Repair Handicap Ramp	18	EA	$2,595.00	$46,710.00
5	Cut & Dispose Curb & Gutter	800	LF	$4.40	$3,520.00
6	Cut & Repair Valley Gutter	240	LF	$53.86	$12,926.40
7	Cut & Repair Sidewalk	500	LF	$22.85	$11,425.00
TOTAL					**$371,598.17**

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					**$150,000.00**

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RBM Contractors, LLC.		
Corporate Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:	President	Email address:	rbmcontractors@yahoo.com
Business address of corporate office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		
Local Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:		Email address:	rbmcontractors@yahoo.com
Business address of local office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	10/17/2019	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Braulio Rios	Title:	President
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Marcus Garcia - Safety Manager	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
RBM Contractors, LLC.	.96			.96			.96		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Gray Casualty and Surety Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	500 N. Shoreline Blvd. 1200
	Corpus Christi, TX 78401

Physical Address (principal place of business):	500 N. Shoreline Blvd. 1200 Corpus Christi, TX 78401		
Phone (main):	361-561-4253	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Cameron Insurance - Chaplain Specialty		Commercial General Liability	
Cameron Insurance- National Liability & Fire Ins		Automobile Liability	
Cameron Insurance - Chaplin Specialty		Umbrella Liabilty	
Texas Mutual		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 1986 Harlingen, TX 78551		
Physical Address (principal place of business):	1205 S. 77 Sunshine Strip Harlingen, TX 78550		
Phone (main):	956-428-2133	Phone (claims):	956-428-2133

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	68 employees
Estimate of revenue for the current year:	10 Million
Estimate of revenue for the previous year:	8 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	4 Yrs	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RBM Contractors, LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Braulio Rios
(typed or printed)

Title: President
(typed or printed)

Date: 12/11/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Designated Representative:

Name: Cone Salinas
(typed or printed)

Title: Engineer / Sr. Project Manager
(typed or printed)

Address:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Phone: 956-520-8707

Email: cone@rbmcontractors.com

Schedule A—Current Projects

Name of Organization	Duke Energy Sustainable Solutions				
Project Owner	Duke Energy Sustainable Solutions		Project Name	Duke LV4 T-58	
General Description of Project	Road Construction - Maintenenace				
Project Cost	1,328,000.00 yearly		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Braulio Rios	Juan De La Garza	Marcus Garcia		Juan De Las Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	William Ramirez	Manager Commercial Oper.	Duke Energy	956-221-6230	william.ramirez@duke-energy.com

Project Owner	Posillico Civil, Inc,		Project Name	Sharylnad Business Park	
General Description of Project					
Project Cost	1,397,961.80		Date Project Completed		
Key Project Personnel	Project Manager	Project Superinte	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Clayton Kindel	Project Manager	Posillico Inc.	956-373-1507	ckindel@posillicoinc. com

Project Owner	KNK Farms, LLC		Project Name	Santa Cruz Ranches No. 4	
General Description of Project	Roadway and Drainange Improvements				
Project Cost	2,334,448.25		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Cone Salinas	Juan De La Garza	Marcus Garcia		Juan De laGarza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Krys Weyand	Project Engineer		832-287-3382	kweyland@scprgv.com
Designer					
Construction Manager	Rolando Quintanilla	Project Manager		956-383-0868	rquintanilla@scprgv.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	GDSS Developement		Project Name	San Martin No. 8 Subdivision	
General Description of Project	Roadway Construction				
Project Cost	454,582.27		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Zach Scurlock	Owner			zscurlock@aol.com
Designer					
Construction Manager					

Project Owner	Southern Border Constructors		Project Name	RGV08 Falcon Border Wall	
General Description of Project	Roadway Construction				
Project Cost	629,669.10		Date Project Completed	06/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De La Garza	Juan De la garza		Eduardo Cantu	Juan De la Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager	Daniel Mueller	Project Manager		516-375-5688	dmueller@sbcus.net

Project Owner	Posillico Civil Inc.		Project Name	TFC 1.75 Mile Wall	
General Description of Project	Roadway Construction				
Project Cost	641,641.25		Date Project Completed	01/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	City of McAllen		Project Name	2018 Bond Group C Drainage Improvements C1&C3	
General Description of Project	Drainage Imrovements				
Project Cost	1,822,426.36		Date Project Completed	07/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De la garza		Raquel marquez	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez	Project Manager		956-681-1151	jorge.gutierrez@mcallen.net

Project Owner	City of McAllen		Project Name	N. 8th and Camelia St.	
General Description of Project	Drainage Improvements and Road work				
Project Cost	197,399.59		Date Project Completed	10/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la Garza		Eduardo Cantu	Juan De La garzaMario Cruz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mario Cruz	Project Manager		956-681-1151	mcruz@mcallen.net

Project Owner	City of MCAllen		Project Name	Dove Ave Widening	
General Description of Project	Road Work and Drainage				
Project Cost	272,831.35		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez			956-681-1151	jorge.gutierrez@mcallen.net

Schedule C—Key Individuals

Project Manager			
Name of individual		Abrahamn Izaguirre	
Years of experience as project manager		5 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		4 years	
Number of similar projects in other positions		2 years	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDD1 - East Mercedes Drainage Improvements		100%	10/2023
City of McAllen - Intersections Improvements		100%	09/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Clayton Kindel	Name	Edgar Gonzalez EIT
Title/Position	Senior PM	Title/Position	Engineer City Planning
Organization	Posillico Civil Inc.	Organization	City of Mission
Telephone	956-373-1507	Telephone	956-458-8547
Email	ckindel@posillicoinc.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Juan De La Garza	
Years of experience as project superintendent		3 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		6	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of McAllen C1&C3 Drainage Improvements		100%	05/2023
HCDD1 - Eaast Mercedes Drainage Imrpvements		100%	10/2023
Southern Border Constructors - Border wall Projects		100%	08/223
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mario Cruz P.E.	Name	Roberto Salinas
Title/Position	Engineer	Title/Position	Director / Engineer
Organization	City of MCAllen	Organization	Agua Sud
Telephone	956-342-9664	Telephone	956-933-4865
Email	mcruz@mcallen.net	Email	
Project	2018 Bond Drainage Improvment C1&C3	Project	
Candidate's role on project	City Engineer	Candidate's role on project	

Safety Manager			
Name of individual		Marcus Garcia	
Years of experience as project manager			
Years of experience with this organization		6 months	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SPI 2023 Side Street Improvements		7%	04/2024
Weslaco Waterline & Sewer Improvements		32%	12/30/2023
Alberta Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raquel Marquez	Name	
Title/Position	Human Resources/Safety	Title/Position	
Organization		Organization	
Telephone	956-252-8840	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Juan De La garza	
Years of experience as project superintendent		6 years	
Years of experience with this organization		3 years	
Number of similar projects as project superintendent		17	
Number of similar projects in other positions		23	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
El Milagro Subdivision		16%	06/2024
Agave at 493 Subdivision		3%	05/2024
Alberta Road Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Salinas P.E.	Name	Mario Cruz P.E.
Title/Position	Director/Engineer	Title/Position	Engineer
Organization	Agua Sud	Organization	City of McAllen
Telephone	956-933-4865	Telephone	956-342-9664
Email		Email	mcruz@mcallen.net
Project		Project	2018 Bond Drainage improvements
Candidate's role on project		Candidate's role on project	City Engineer

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Braulio Rios, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RBM Contractors, LLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

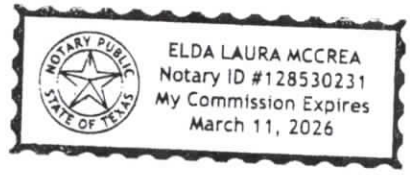
Subscribed and sworn to me this 11 day of December 2023.

By:

E. Laura McCrea

Elda Laura McCrea

Notary Public



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
12/11/2023

Company/Vendor Name:
RBM Contractors, LLC.

Printed Name and Title:
Braulio Rios, President

Authorized Signatory:

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11 day of December, 20 23.

RBM Contractors, LLC.

Name of Bidder

Signature of Bidder

President

Title of Signatory

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*12/11/2023*]

RBM Contractors, LLC.
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 8542

Dear *City of Edinburg*

The undersigned party certifies that RBM Contractors, complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Braulio Rios
Printed name



Signature

President
Position in bidding company

12/11/2023
Date

HOUSE BILL 89 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Braulio Rios, who
[Affiant]

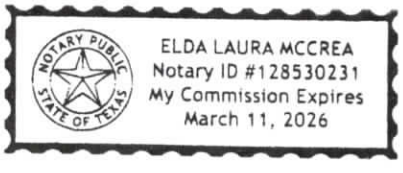
being by me duly sworn on his oath stated that he is President, of
[Title]

RBM Contractors, LLC.
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/11/2023.
[Date]



[Notary Seal]

E. Laura McCrea
Notary Public in and for the State of TEXAS

Elda Laura McCrea
[Print or type Notary Public name]

My Commission Expires: 03/11/2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RBM Contractors, LLC.
State of Incorporation: Texas
Mailing Address: 2919 N. Kenyon Rd. Ofc. 2 Edinburg,TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Braulio Rios, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RBM Contractors, LLC.

[Typed Name of Company:]

Braulio Rios, President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SENATE BILL 13 VERIFICATION

I, Braulio Rios, the undersigned representative of RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
(2) 15Ft. Water Tank for truck	X	
1977 CAT 140G Motor Grader	X	
19870 Bomag Pad Foot Roler	X	
1995 CAT 621F Scraper	X	
1998 CAT 416C Backhoe	X	
2004 CAT Asphalt Paver AP1055B	X	
2006 CAT Smooth Drum Compactor	X	
2007 CAT 328D Hydraulic Excavator	X	
2008 930H Loader	X	
2010 Bomag Smooth Drum Roller	X	
2012 CAT 320EL Excavator	X	
2012 CAT AP1055E Asphalt Paver	X	
(3) 2019 Puma Bottom Dump Trailers	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Water System	Core & main
RCP	Rio Valley Pipe
Inlet & Manhole	L&R Prescast
Concrete	Magic Valley
Hotmix	Upper Valley

BIDDER

Executed this: 11 Day of : December 20. 23

By: Braulio Rios

BIDDER

Title: President

NOTARY PUBLIC

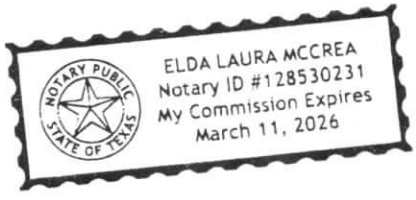
State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 11 day of December 2023

Elda Laura McCrea E. Laura McCrea

NOTARY PUBLIC



END OF SECTION

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RBM Contractors, LLC.
(Full, correct legal name)

- Address: 2919 N. Kenyon Rd. Ofc. 2
  Edinburg, TX 78542
- Telephone/Fax: 956-520-8707
- Email address: rbmcontractors@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

1 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 10

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Cone Salinas
Address: 2919 N. Kenyo Rd Ofc. 2 Edinburg, TX 78542
Telephone: 956-520-8707
Fax: _____
Email: cone@rbmcontractors.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$4,525.75	$54,309.00
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$6,419.75	$109,135.75
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$12,685.95	$76,115.70
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$8,950.00	$26,850.00
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$11,001.62	$55,008.10
	Total				$321,418.55

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2220	LF	$54.50	$120,990.00
2	24" R.R.G.C.P.	750	LF	$69.75	$52,312.50
3	30" R.R.G.C.P.	955	LF	$100.95	$96,407.25
4	36" R.R.G.C.P.	1744	LF	$142.95	$249,304.80
5	42" R.R.G.C.P.	766	LF	$185.43	$142,039.38
6	48" R.R.G.C.P.	2780	LF	$215.85	$600,063.00
7	Manhole	45	EA	$5,995.00	$269,775.00
8	Type "A" Inlet	68	EA	$4,550.63	$309,442.84
9	48" Concrete Headwall	2	EA	$3,500.00	$7,000.00
10	Tie Into Exist Type "A" Inlet	3	EA	$1,998.55	$5,995.65
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$914.05	$22,851.25
12	Backfill & Compaction	9215	LF	$7.95	$73,259.25
13	Trench Protection	9215	LF	$7.31	$67,361.65
14	Traffic Control	1	LS	$21,985.65	$21,985.65
15	Excavate Pond	8600	CY	$3.52	$30,272.00
16	Haul Off Dirt	8600	CY	$4.95	$42,570.00
17	24" Concrete Headwall	3	EA	$2,595.00	$7,785.00
18	36" Concrete Headwall	2	EA	$3,125.00	$6,250.00
19	Existing Stormline (Crush in Place)	2500	LF	$14.09	$35,225.00
20	Remove Canopy with Bench	7	EA	$1,217.51	$8,522.57
21	Clean Drain Ditch (Both Sides)	840	LF	$7.04	$5,913.60
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$4,575.00	$4,575.00
23	End of Road Permanent Barricade	4	EA	$426.13	$1,704.52
24	Conflict Box Structure on Irrigation Line	8	EA	$8,995.25	$71,962.00
25	Erosion Control Plan	1	LS	$4,261.29	$4,261.29
26	Remove and Dispose Type "A" Inlet	9	EA	$914.05	$8,226.45
27	Excavate and Haul off extra Dirt	9800	CY	$7.50	$73,500.00
28	Remove and Dispose Manhole	9	EA	$914.05	$8,226.45
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$9,975.50	$49,877.50
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$10,175.25	$40,701.00
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$10,450.10	$20,900.20
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$11,127.65	$22,255.30
	Total				$2,481,516.10

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10000	SY	$28.95	$289,500.00
2	Curb & Gutter	400	LF	$14.39	$5,756.00
3	Remove & Dispose Concrete Headwall	1	EA	$1,760.77	$1,760.77
4	Cut & Repair Handicap Ramp	18	EA	$2,595.00	$46,710.00
5	Cut & Dispose Curb & Gutter	800	LF	$4.40	$3,520.00
6	Cut & Repair Valley Gutter	240	LF	$53.86	$12,926.40
7	Cut & Repair Sidewalk	500	LF	$22.85	$11,425.00
	Total				$371,598.17

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
	Total				$150,000.00

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **RBM CONTRACTORS, LLC** Address *(principal place of business)*: **9721 E. Monte Cristo Rd.** **Edcouch, TX 78538**	Name: **The Gray Casualty & Surety Company** Address *(principal place of business)*: **P.O. Box 6202** **Metairie, LA 70009-6202**
Owner Name: **City of Edinburg** Address *(principal place of business)*: **415 W. University Drive** **Edinburg, TX 78539**	**Bid** Project *(name and location)*: Request for Proposal 2024-006 Doolittle Detention Pond Bid Due Date: December 12th, 2023

Bond

Penal Sum: Five Percent of the Greatest Amount Bid (5% G.A.B.)

Date of Bond: December 12th, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
RBM Contractors, LLC *(Full formal name of Bidder)*	The Gray Casualty & Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorr*
Name: Braulio Rios *(Printed or typed)*	Name: Tricia Balolong *(Printed or typed)*
Title: Owner	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: Theresa Gidley *(Printed or typed)*
Title:	Title: Surety Witness

THE GRAY CASUALTY & SURETY COMPANY SEAL

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** RBM Contractors, LLC

Project: Request for Proposal 2024-006 Doolittle Detention Pond

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Aaron Endris, Theresa L. Miller, and Tricia Balolong of Corpus Christi, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2023

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	CONTACT NAME: luis perez	
CAMERON INSURANCE GROUP INC PO BOX 1986 Harlingen, TX 78551 License #: 1607914	PHONE (A/C, No, Ext): (956)428-2133	FAX (A/C, No): (956)428-2193
	E-MAIL ADDRESS: luisperez@friendly-ins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Champlain Specialty Insurance Company	16834
INSURER B :	National Liability & Fire Insurance Company	20052
INSURER C :	Champlain Specialty Insurance	16834
INSURER D :	Texas Mutual	22945
INSURER E :		
INSURER F :		

INSURED
RBM Contractors LLC
Braulio Rios
9721 E Monte Cristo Rd
Edcouch, TX 78538

COVERAGES **CERTIFICATE NUMBER: 00000000-224391** **REVISION NUMBER: 60**

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			CSAR-CGL-0000411-01	05/06/2023	05/06/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73 APS 107241-01	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
C	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED [ ] RETENTION $			CSAR-CEL-0000412-01	05/06/2023	05/06/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002091913	04/06/2023	04/06/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

.

CANCELLATION

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



(LP1)

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/11/2023

Company/Vendor Name: RBM Contractors, LLC.

Printed Name and Title: Braulio Rios, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RBM Contractors, LLC.
(Full, correct legal name)

- Address: 2919 N. Kenyon Rd. Ofc. 2
  Edinburg, TX 78542
- Telephone/Fax: 956-520-8707
- Email address: rbmcontractors@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

1 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 10

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Cone Salinas
Address: 2919 N. Kenyo Rd Ofc. 2 Edinburg, TX 78542
Telephone: 956-520-8707
Fax: _____
Email: cone@rbmcontractors.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Braulio Rios, the undersigned representative of RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Braulio Rios, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RBM Contractors, LLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

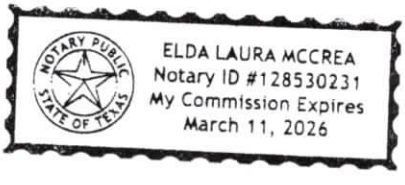
Subscribed and sworn to me this 11 day of December 2023.

By:

E. Laura McCrea

Elda Laura McCrea

Notary Public



CONFLICT OF INTEREST DISCLOSURE

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  - a City Official?

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interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

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* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/11/2023

Company/Vendor Name: RBM Contractors, LLC.

Printed Name and Title: Braulio Rios, President

Authorized Signatory:

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Braulio Rios

Reference Company Name: RBM Contractors, LLC.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Kris Weyland

Printed Name: Kris Weyland

Date: April 3rd, 2023

RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

November 7, 2022

To Whom It May Concern:

Please accept this letter as a positive recommendation for RBM Contractors, LLC.

Over the last year, RBM Contractors, LLC has worked on, and completed, various projects that we have been associated with. They have successfully completed land development and municipal infrastructure projects, which includes water, paving, and drainage improvements within Hidalgo County.

RBM Contractors, LLC was promptly on the projects once notice to proceed was given and completed them within the contract times allowed and as per the plans and specifications.

I would recommend RBM Contractors, LLC for any type of paving, drainage, and utility work that they might be considered for.

Please accept this letter as my recommendation for RBM Contractors, LLC. I would gladly work with them again on any project.

Sincerely,

Ivan Garcia, P.E., R.P.L.S.
Vice-President

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

December 19, 2022

To Whom It May Concern:

Re: RBM Contractors, LLC

Gentlemen,

I am the owner of Javier Hinojosa Engineering and can recommend RBM Contractors, LLC to provide any and all infrastructure work including work for water, sanitary sewer, storm drainage and paving improvements. RBM Contractors, LLC has always provided quality work in a professional manner. The work was completed on schedule and with minimal delays. Please accept this letter as my recommendation for RBM Contractors, LLC.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

Santa Cruz Properties

April 3rd, 2023

Re: RBM Contractors, LLC.
9721 E. Monte Cristo Rd.
Edcouch, TX. 78538

Dear Sir/Madam,

It is with much enthusiasm that I am writing to recommend the services of RBM Contractors, LLC.

I have been using the services of RBM Contractors, LLC. for the past 2 years and have always been completely satisfied with their performance. They do an excellent job delivering quality work, paying attention to detail and offer the most competitive rates in town.

The projects we do are based on a schedule. Every contractor we hire has a deadline to deliver their work and are expected to pass inspections. I can say with satisfaction that RBM Contractors, LLC has never failed an inspection and has always worked extra hard to meet our needs. RBM Contractors, LLC. has not only been a contractor to my company but a friend as well. The staff is friendly and always willing to help with any issue or question that we may have. We will continue using the services of RBM Contractors, LLC. in the upcoming future.

I am happy to recommend the services of RBM Contractors, LLC. If you have any questions, please feel free to contact me at (956) 383-0868.

Sincerely,

Krys Weyand

WWW.SCPRGV.COM

PH: (956) 383-0868 | 2810 NORTH CLOSNER BLVD. | EDINBURG, TX 78541

BRAULIO RIOS

9721 E. Monte Cristo Rd.
Edcouch, TX. 78538
956-292-5556
rbmcontractors@yahoo.com

SUMMARY

I currently serve as the President and CEO of RBM Contractors, L.L.C. with over 20 years of experience in the field in many different areas and levels of responsibility in the highway and road construction industry. I have a reputation for leading successfully completed, multi-million-dollar projects. Additionally, I have complete mastery in the operation of most heavy equipment necessary to lift heavy objects during any construction project. Fully experienced in the maintenance of road utility and regulations, as well as safe working practices, you can rest assured that I will be devoted to ensuring that each project is done efficiently and safely to the complete satisfaction of my clients. I consider my work a clear reflection of myself and my company.

EDUCATION

Edinburg South High School, Edinburg, TX 1994-1998

EXPERIENCE

RBM Contractors L.L.C - President & CEO 2019 - present

- Responsible for all aspects of running a general contracting and construction company

GTO Pipeline – Project Manager & Field Superintendent 2015 - 2019

- Managed operational and capital projects with direct involvement in scheduling, resource planning, and procurement. Worked with other project managers and contractors to ensure timely completion of multiple projects. In charge of the planning and design, construction management and supervision, resource planning, and project scoping.

Shell Oil – QA-QC Inspector 2014 - 2015

- Performed the inspection, assessment, documentation, and organizational tasks needed to support the efficiency and effectiveness of the oilfield pipeline systems.

JV Piping – Pipefitter Field Superintendent & Foreman 2005 - 2014

- Managed and supervised the installation and upkeep of various pipe equipment and systems. Reviewed pipe system blueprints, cut and installed pipes, and ensured pipes met the proper blueprint specifications.

TIC Industrial Co – Pipefitter Foreman 2003 - 2005

- Responsible for supervising and coordinating activities of workers engaged in fabricating, assembling, installing, and maintaining piping, fixtures, and equipment used for industrial purposes.

Fagen Inc – Pipefitter 2001 - 2003

- Pipe fabrication used for oil, fuel & steam lines, etc. Made sure that pipes were cut, installed, and maintained according to specifications.

HB Zackery – Pipefitter 1998 - 2001

- Pipe fabrication used for oil, fuel & steam lines, etc. Made sure that pipes were cut, installed, and maintained according to specifications.

SKILLS

- Heavy Equipment
- Welding
- Dozer Service
- Maintenance
- Clearing Debris
- Road & Site Work

REFERENCES

Lee Kaplan - Posillico Civil Inc.	917-868-5472	lkaplan@posillicoinc.com
William Ramirez - Duke Energy	956-221-6230	william.ramirez@duke-energy.com

RESUME

Cone Sergio Salinas Cantu
Bachelor in Civil Engineering
Phone Number: 956-789-8788
email: conesalinas@hotmail.com

June 2022

Job Title: **Construction Project Manager (Introduction Letter)**

To whom it may concern:

I would like to take this letter as an opportunity to introduce myself,
I have been working in Construction Management and Planning for more than 30 years. My experience has provided me valuable knowledge in almost every possible field regarding construction.

As my resume highlights, I have worked with civil engineering projects of all kinds. By being the Managing Member of a successful Company, I learned how to manage the ratio of benefit/cost and all the implications that this subject involves. You will find me to be as a very analytical person, with strong communication skills that are backed with my experience, and used to work with deadlines. I have demonstrated success in the application of my knowledge in construction field in the past and intend to continue this trend into the future. I truly believe that team-work can be the most important variable in construction, so in order to build a healthy work environment, team work needs to be always a priority. I consider myself as a problem-solver Engineer, capable of taking efficient decisions when pressure is overwhelming.
Please find attached my resume, which contains additional information on my experience and skills. I would appreciate the opportunity to meet with you, and discuss more in depth about the required duties of the position.

Thank you in advance for your time and consideration.

Sincerely:

Cone Sergio Salinas Cantu

RESUME

RESUME

Name: Coné Sergio Salinas Cantú.
Bachelor in Civil Engineer
Phone Number: 956 789 8788.
e-mail: conesalinas@hotmail.com

PROFESSIONAL PROFILE

Civil Engineer, Bachelor's degree, with more than 30 years' experience in Management and Construction area (Roadways, Civil, Electro-Mechanic and oil Industry Fields) with Strategic and team Management skills.
Profile oriented to Planning, Organization, Direction, Processes Control and Quality Administration; Committed with Time and Motion program's analysis to meet established execution. A wide experience in reviewing, reading, drawings interpretation, construction scopes and standards along with implementing, auditing and monitoring Quality, Safety and Environmental Systems in accordance with National and International Standards.

SKILLS

Improviser, Negotiator, Observer, Organized, Dynamic, Enthusiastic, Creative, Entrepreneur.

EDUCATION

1977-1982 Civil Engineer at Universidad Autónoma de Nuevo León, Monterrey, N. L. México.

OTHER COURSES AND CERTIFICATIONS

Basic Safety, Rig pass, Work Permit Risk at, AutoCAD, Opus Budgeting, Opus Control, Non-Financial Finance, Metallurgy Basics, Ley de Obras Públicas Interpretation, ISO-9001 Standard Interpretation, 5's Workshop, Internal Auditors Training, Leadership License, Radiographic Images interpretation Level II, Labor Administration, Teamwork.

PROFESSIONAL EXPERIENCE

TEXAS CORDIA CONSTRUCTION LLC, from January 2021, Construction 120 employees.

- FM1846 Oscar Williams Rd, CSJ: 1065-02-039, Project Estimate 4.0 million USD. Rehabilitation of existing Asphalt Roadway (Grading, Lime treatment subgrade, cement treated Flexible Base, Asphalt, Driveways, traffic signals modifications, striping and raised pavement markings.
- I2-I69 Dragados Pulice, 2.0 million USD
- FM802 Ruben Torres Blvd, CSJ: 1140-02-038, 4'100 million USD, Construction of raised concrete raised medians, roadway and Bridge widening, overlay, traffic signals modifications, striping and Pavement markings.
- SH48 Boca Chica Blvd, CSJ: 0220-05-075, 3.9 million USD, Construction of concrete raised median, sidewalks, Driveways, Storm Drainage modification roadway widening, overlay, traffic signals modifications, striping and Pavement Markings
- TX54 Spur CSJ: 0039-20-008, Project Estimate 3.5 million USD, Construction of raised median, sidewalks, Driveways, Storm Drainage modification roadway widening, rehabilitation and overlay, traffic signals modifications, striping and raised Pavement Markings

VILLARREAL CONSTRUCTION LLC, from February 2019 to December 2020, Construction 20 employees.

Project manager,

- Baseball-Softball complex, bishop High school, Project Estimate 0.45 million USD. concrete works & Concession Building.
- McAllen-Hidalgo, International Bridge Bicycle parking. Project Estimate $0.20 million USD. Concrete works, Brick Paver, brick walls, Racks and canopies

HUMAYNA CONSTRUCCIONES S.A DE C.V. from January 2016 to Dec 2018, Construction 80 employees.

Project Manager.

- **Corning RAM, Plant expansion, Villa Florida Industrial Park at Reynosa**. Project Estimate $1 million USD. Project includes Earthworks, Fire System civil Works, Parking, Access and Maneuver Areas (hot mix and concrete) Paving, Curbs and Gutter and Sidewalks.
- **Kern Liebers, Plant FINSA Oriental Park at Reynosa.** Project Estimate $0.6 million USD. Project includes Earthworks, Fire System civil Works, Parking, Access and Maneuver Areas (hot mix and concrete) Paving, Curbs and Gutter and Sidewalks, Process Pits and walls.
- **Corning RCS Plant, Industrial del Norte Park at Reynosa.** Project Estimate $2.5 million USD. Project includes Earthworks, Fire System civil Works.

BARCA DE REYNOSA S.A. DE C.V., from October 2014 to November 2015, Construction, 150 employees.

Project Manager.

- **Residential Development, I Stage (93 acres).** Fraccionamiento Villas de Loma Real, en Cd. Reynosa Tamaulipas.
- **Access Roads and Dock Plates Construction for Drilling Works.** Project Estimate $8.0 million USD. Earthworks in areas occidental, central and oriental at Activo Integral Burgos) **PEMEX**.

LAV DE REYNOSA S.A. DE C.V., *from October 2011 to October 2014, Construction, 300 employees.*

Project Manager.

- **45 miles x 10" LPG Pipeline construction at Tuxpam, Veracruz, México.** Project Estimate $15.0 Million USD. Project includes earthworks, Mechanical and electrical Works and pipeline construction.
- **4.7 miles x 8" LPG pipeline construction at San Fernando, Tamaulipas, Mexico.** Project Estimate $2.5 million USD. Project includes earthworks, Mechanical and electrical Works and pipeline construction.
- **56 miles x 10" LPG pipeline construction from San Fernando to Reynosa at Tamaulipas, Mexico.** Project Estimate $8.0 million USD Project includes earthworks, Mechanical and electrical Works and pipeline construction.

CONOSV S.A. DE C.V., from December 1998 to October 2011, *Construction, 180 employees.*

General Manager.

- **1.0 mile x 24" city sewage repair** at Fraccionamiento Reynosa.
- **Maintenance and Complementary works at LPG lines for PEMEX,** at Activo Integral Burgo).
- **Construction of an Automated Concrete Block Plant, Multiblock**, at Reynosa, Tamaulipas,
- **Construction of a Reinforced Concrete Water Tank, capacity: 3000m3,** at Reynosa, Tamaulipas.
- **Construction of a Concrete Plant, Concretos Milenio;** at Reynosa. Tamaulipas.
- **Mechanical and Civil complementary works in PEMEX Plants at Activo Integral Burgos.**

- **Paving diverse Asphalt streets in Reynosa.**
- **Sewer System at Leyes de Reforma Area at Reynosa, Tamaulipas, Mexico.**
- **Reinstate a vehicular steel bridge on a new location**, at Reynosa, Tamaulipas.
- **Paving diverse Concrete streets in Reynosa.**
- **24" Sewage Siphon across the Anzalduas channel,** at Reynosa, Tamaulipas.

ADMINISTRACION MUNICIPAL DE REYNOSA TAMAULIPAS, from January 1996 to December 1998,
Municipality of the State of Tamaulipas, México: Population 700,000 (At that time)
City Engineer.

- **Paving Diverse Avenues, Hot mix and concrete at Reynosa.**
- **Principal Public Roads conditioning**, (Integración de la vialidad primaria de la Ciudad).
- **Diverse Boulevard modifications in the city**, Ampliación del diversas Avenidas en la Ciudad.
- **City's development responsible**, Resopnsable de coordinar el Desarollo Urbano del municipio.
- **Remodeling of Reynosa´s Municipal Main offices, at Reynosa, Tamaulipas, Mexico**. Adecuación de las Oficinas Administrativas.
- **Erection of Public Security Building at Reynosa, Tamaulipas, Mexico.** Construcción del edificio de Seguridad Pública Municipal.

CONOSV S.A. DE C.V., from December 1982 to December 1995, *Construction: 120 employees.*
Construction Manager. Since January 1986.
Supervisor. Since December 1982.

PERSONAL REFERENCES

Sr. Carlos Ceballos	Professional Engineer	956-455-1293
Sr. José Villarreal	Galvamet Steel	956 393 7253
Sr. Mario Bermudez	Merchant at Reynosa, Mexico	899 871 2276
Sr. Joe Scaname	Friend	956-252-8840
Sr. Clayton Kindell	Friend	956-373-1507

LANGUAGES

Spanish: Native Language.
English: Fluent.

COMPUTER SKILLS

Windows, Word, Excel, Power Point, Paint, Opus, Auto Cad, Internet, Google Earth.

OTHER SKILLS

- Establish relationship with clients searching New Projects.
- Develop, Supervise and Monitor the annual income and expenditure Programs as well as manage its approval by the board.
- Perform service management, supporting compliance with the quality and efficiency parameters established with the client.
- Ensure compliance with policies, procedures and responsibilities through the application of the integrated Quality System of each person involved in the project development.
- Oversee compliance with the Project Procurement Plan.
- Supervise the General Plan Project Control.
- Manage the optimal resources to do the service with the task force.
- Review advances in Project Execution with General Manager and Client.
- Verify compliance with the Project Scope and the Contractual Obligations.
- Perform the Project's construction start and liquidation.
- Coordinate the Project Budgets and Programs implementation.
- Approve and ensure the Policies, Procedures and Powers of each involved Area in the Project's development by applying each the Quality System
- Ensure to collect the necessary resources for the Project's implementation.
- Meet regularly with Construction Manager and Supervisors, checking progress and resources to ensure compliance with Project's Work Programs.
- Verify compliance with the Company's contractual obligations and scopes of services in new and running Projects.
- Monitor Equipment Maintenance in coordination with Departments Heads.
- Supervise each Project's General Control Plan with the construction staff.
- Manage the Project's necessary resources to do the optimal construction.
- Different Project's management meetings and work visits.
- Keep the General Manager Information link related to the Project's development.
- Verify Company's compliance of Contractual obligations and Project's scope.
- Review the Monthly Report Contents detail in each Project running.
- Perform supervisor's induction for work by giving them continuous support in carrying out their activities
- Perform the project's construction start and liquidation.
- Analyze the Project's Budget and Execution Programs.
- Develop Project's Daily Activities Work Program.
- Ensuring Project's Implementation Schedule Compliance.
- Verify Project's Implementation Schedule Compliance.
- Request the Project's equipment maintenance.
- Develop and/or apply the execution Project's necessary modifications as: Rescheduling, Updates, New Unit Prices and additional Volumes, etc.

Juan De La Garza

3310 Crimson Ave. Mission, Tx. 78573| (956) 780-3842 | rockerc77@icoud.com

Professional Summary

A well presented and pro-active Project Superintendent who has a relentless drive to have a broad impact rather than just deliver results. Possessing vast experience of coordinating and managing all project activities, providing clear guidance and leadership to a team and ensuring that all deadlines are met. Juan is a confident communicator with strong interpersonal and analytical skills.

Work History

Crew leader 08/1995 to 09/1999

Ramos Construction-Palmview, Tx.

- Specialized in foundations, framing, and finish carpentry

Laborer 10/1999 to 08/2001

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Daily maintenance of the streets and drainage systems.

Crew leader 09/2001 to 12/2003

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Carried out daily tasks and projects for the streets and drainage department.
- Pot hole repairs, concrete work and repairs, streets and alley paving, repair, maintenance, and construction of storm drainage infrastructure.

Streets and drainage inspector 01/2004 to 10/2006

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Carried out daily inspections and testing for the streets and drainage department.
- Reviewed preliminary subdivision plans and provided comments for proper function with the City of Mission master plan.
- Scheduled and inspected trench back fill, subgrade, flex base, and asphalt densities.
- Performed routine check ups on storm drain lines, inlets, and man holes.

Streets and drainage foreman 09/2008 to 10/2010

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Oversaw the 8 crews in the Streets and drainage department.
- Provided the crews with the daily work orders.
- Executed various in-house paving and drainage projects.

Streets and drainage supervisor 10/2010 to 11/2013

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Prepared and distributed daily operations for a staff of 63 employees.
- Reviewed and submitted annual recommendations for end of fiscal year budgets.

- Negotiated pricing with vendors in all department purchases.
- Kept track of budgets in different department accounts throughout the year.
- Submitted strategic plans for departmental improvements.

Project manager / Storm water management coordinator/ Quality control officer 12/2013 to 10/2019

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Oversee various in-house construction projects.
- Oversee public works inspectors and inspections.
- Oversee storm drainage and paving project contracts.
- Oversee and execute a storm water management plan and report to TCEQ.
- Provide infrastructure information and support for different department supervisors.
- Direct all phases of construction projects..
- Monitor timelines and flagged potential issues to be addressed.
- Assess vendor products and maintained positive vendor relations.
- Oversee all contractors to include city crews to assure the workmanship and materials are of good quality.

Project Supervisor 11/2019 to 6/2020

Texas Cordia Construction 3149 Center Pointe Dr. Edinburg, Tx. 78539

- Maintained project administration in a correct and timely manner.
- Ordered materials and equipment and took care of necessary permits.
- Accomplished construction human resource objectives by selecting, orienting, and training employees.
- Met operational standards by contributing construction information to strategic plans and reviews.
- Met construction budget by monitoring project expenditures.
- Approved construction projects by conducting inspections at critical phases of construction.
- Accomplished construction projects results by defining project purpose and scope.
- Prevented fines and work interruptions by complying , and enforcing codes.
- Maintained a safe, secure, and healthy work environment by following guidelines, standards, and procedures.

Project Superintendent 6/2020 to Present.

RBM Contractors 2919 N. Kenyon Rd. Edinburg Tx. 78542

- Manage a team of workers, including work schedules, project progress, and resource allocation.
- Create cost estimates for labor, supplies, materials and other project cost.
- Collaborate with clients, Project Managers, other construction management to determine budget and timeline.
- Coordinate materials and equipment delivery with vendors and suppliers.
- Create schedules for workers and subcontractors.
- Hire additional subcontractors and assign work accordingly.
- Maintain a daily log for the job site's operations, reporting to management as necessary.

- Make changes in the operation as necessary to best meet construction deadlines.
- Implement management techniques that are cost-effective and efficient.

Skills & Abilities

- Project planning and development
- Logistics management
- Strategic planning
- Inventory control
- Knowledgeable in construction safety
- Clear communication skills
- Heavy equipment operator
- Quick learner
- Problem solver
- Construction site management
- Leadership experience
- Decision making ability
- Excellent communication skills
- Knowledge of construction budgeting
- Good planning skills
- Understanding of construction equipment
- Effective leadership abilities
- Organizational skills

Education

- High School Diploma
  Mission High School 1802 Cleo Dawson Ave. Mission, Tx. 78572

Certification and Training

- Supervisor training in alcohol and substance abuse
- Job site vehicle safety
- Confined space entry
- Basic code enforcement
- Certified stormwater inspector
- Developing and implementing soil erosion management plans at construction sites
- IS-00100.PWb Introduction to the incident command system
- IS-00800.b National response framework
- IS-00700.a National incident management system
- IS-00200.b ICS for single resources and initial action incident
- Federal labor standards



RESUME

Abrahamn Izaguirre

201 QUAMASIA AVE, APT 5D, MCALLEN, TX 78504
ABRAHAMNIZAGUIRRE@YAHOO.COM
(979) 308-5969

PROFILE

I have been a part of the Heavy Highway Construction for the last 7 years and have undoubtedly learned much during my career. I have been a part of TxDot, County, City and even Private jobs that have consisted of just a few million to other contracts that have exceeded $85 million. I understand the importance of efficiency, attention to detail and the intricacy that come with managing jobs in the operation and accounting end of things.

EXPERIENCE

PROJECT MANAGER/COST ACCT., TEXAS CORDIA CONSTRUCTION; EDINBURG, TX – MAY 21' - NOV 22'

Owner/Sub Change Orders, Submittals/RFIs, Owner Pay Application, Sub Payments, Material Contracts, Sub Contracts, Accounts Payable, Payroll, Material Procurement, P6 Primavera (Input Based), Setup Accounting System, Cost Accounting

PROJECT ENGINEER, OHL USA; AUSTIN, TX – 2019-2021

Track Field Quantities, Subcontract Payments, Owner/Sub Change Orders, Accounts Payable, Payroll, Cost Accounting, Forecasting

COST ACCOUNTANT, JORDAN FOSTER CONSTRUCTION; SAN ANTONIO, TX – 2018-2019

WIPs, Forecasting, Owner Change Orders, Subcontract Change Orders, Material Contracts, Sub Contracts, SubContract Payments, Accounts Payable, Accounts Receivable

PROJECT COORDINATOR, JORDAN FOSTER CONSTRUCTION; SAN ANTONIO, TX – 2016-2018

Track Field Quantities, Order Material, Submittals/RFIs, Owner Pay Application, Sub Contract Operations, Accounts Payable, SubContract Payments, MOH, Payroll

EDUCATION

Texas A&M University, College Station, TX – Economics B.S., 2013

SKILLS

- Read/Write/Speak fluently in Spanish
- HeavyJob proficient
- Microsoft Office (Word, Excel, Powerpoint) Proficient
- CMiC, Sage 100, and Company-owned Accounting Software

REFERENCES

Clayton Kindel - Senior Project Manager - (956) 373-1507
Juan Garza - Project Manager - (956) 340-2044

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **RBM CONTRACTORS, LLC** Address *(principal place of business)*: **9721 E. Monte Cristo Rd.** **Edcouch, TX 78538**	Name: **The Gray Casualty & Surety Company** Address *(principal place of business)*: **P.O. Box 6202** **Metairie, LA 70009-6202**
Owner Name: **City of Edinburg** Address *(principal place of business)*: **415 W. University Drive** **Edinburg, TX 78539**	**Bid** Project *(name and location)*: Request for Proposal 2024-006 Doolittle Detention Pond Bid Due Date: December 12th, 2023

Bond

Penal Sum: Five Percent of the Greatest Amount Bid (5% G.A.B.)

Date of Bond: December 12th, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
RBM Contractors, LLC *(Full formal name of Bidder)*	The Gray Casualty & Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorr*
Name: Braulio Rios *(Printed or typed)*	Name: Tricia Balolong *(Printed or typed)*
Title: Owner	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: Theresa Gidley *(Printed or typed)*
Title:	Title: Surety Witness

THE GRAY CASUALTY & SURETY COMPANY SEAL

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** RBM Contractors, LLC

Project: Request for Proposal 2024-006 Doolittle Detention Pond

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Aaron Endris, Theresa L. Miller, and Tricia Balolong of Corpus Christi, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RBM Contractors, LLC.		
Corporate Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:	President	Email address:	rbmcontractors@yahoo.com
Business address of corporate office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		
Local Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:		Email address:	rbmcontractors@yahoo.com
Business address of local office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	10/17/2019	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Braulio Rios	Title:	President
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Marcus Garcia - Safety Manager	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
RBM Contractors, LLC.	.96			.96			.96		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒$5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Gray Casualty and Surety Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	500 N. Shoreline Blvd. 1200
	Corpus Christi, TX 78401

Physical Address (principal place of business):	500 N. Shoreline Blvd. 1200 Corpus Christi, TX 78401		
Phone (main):	361-561-4253	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Cameron Insurance - Chaplain Specialty		Commercial General Liability	
Cameron Insurance- National Liability & Fire Ins		Automobile Liability	
Cameron Insurance - Chaplin Specialty		Umbrella Liabilty	
Texas Mutual		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 1986 Harlingen, TX 78551		
Physical Address (principal place of business):	1205 S. 77 Sunshine Strip Harlingen, TX 78550		
Phone (main):	956-428-2133	Phone (claims):	956-428-2133

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	68 employees
Estimate of revenue for the current year:	10 Million
Estimate of revenue for the previous year:	8 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	4 Yrs	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RBM Contractors, LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Braulio Rios
(typed or printed)

Title: President
(typed or printed)

Date: 12/11/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Designated Representative:

Name: Cone Salinas
(typed or printed)

Title: Engineer / Sr. Project Manager
(typed or printed)

Address:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Phone: 956-520-8707

Email: cone@rbmcontractors.com

Schedule A—Current Projects

Name of Organization	Duke Energy Sustainable Solutions				
Project Owner	Duke Energy Sustainable Solutions		Project Name	Duke LV4 T-58	
General Description of Project	Road Construction - Maintenenace				
Project Cost	1,328,000.00 yearly		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Braulio Rios	Juan De La Garza		Marcus Garcia	Juan De Las Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	William Ramirez	Manager Commercial Oper.	Duke Energy	956-221-6230	william.ramirez@duke-energy.com

Project Owner	Posillico Civil, Inc,		Project Name	Sharylnad Business Park	
General Description of Project					
Project Cost	1,397,961.80		Date Project Completed		
Key Project Personnel	Project Manager	Project Superinte		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Clayton Kindel	Project Manager	Posillico Inc.	956-373-1507	ckindel@posillicoinc. com

Project Owner	KNK Farms, LLC		Project Name	Santa Cruz Ranches No. 4	
General Description of Project	Roadway and Drainange Improvements				
Project Cost	2,334,448.25		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De La Garza		Marcus Garcia	Juan De laGarza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Krys Weyand	Project Engineer		832-287-3382	kweyland@scprgv.com
Designer					
Construction Manager	Rolando Quintanilla	Project Manager		956-383-0868	rquintanilla@scprgv.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	GDSS Developement		Project Name	San Martin No. 8 Subdivision	
General Description of Project	Roadway Construction				
Project Cost	454,582.27		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Zach Scurlock	Owner			zscurlock@aol.com
Designer					
Construction Manager					

Project Owner	Southern Border Constructors		Project Name	RGV08 Falcon Border Wall	
General Description of Project	Roadway Construction				
Project Cost	629,669.10		Date Project Completed	06/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De La Garza	Juan De la garza		Eduardo Cantu	Juan De la Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controlller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager	Daniel Mueller	Project Manager		516-375-5688	dmueller@sbcus.net

Project Owner	Posillico Civil Inc.		Project Name	TFC 1.75 Mile Wall	
General Description of Project	Roadway Construction				
Project Cost	641,641.25		Date Project Completed	01/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	City of McAllen		Project Name	2018 Bond Group C Drainage Improvements C1&C3	
General Description of Project	Drainage Imrovements				
Project Cost	1,822,426.36		Date Project Completed	07/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De la garza		Raquel marquez	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez	Project Manager		956-681-1151	jorge.gutierrez@mcallen.net

Project Owner	City of McAllen		Project Name	N. 8th and Camelia St.	
General Description of Project	Drainage Improvements and Road work				
Project Cost	197,399.59		Date Project Completed	10/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la Garza		Eduardo Cantu	Juan De La garzaMario Cruz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mario Cruz	Project Manager		956-681-1151	mcruz@mcallen.net

Project Owner	City of MCAllen		Project Name	Dove Ave Widening	
General Description of Project	Road Work and Drainage				
Project Cost	272,831.35		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez			956-681-1151	jorge.gutierrez@mcallen.net

Schedule C—Key Individuals

Project Manager			
Name of individual		Abrahamn Izaguirre	
Years of experience as project manager		5 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		4 years	
Number of similar projects in other positions		2 years	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDD1 - East Mercedes Drainage Improvements		100%	10/2023
City of McAllen - Intersections Improvements		100%	09/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Clayton Kindel	Name	Edgar Gonzalez EIT
Title/Position	Senior PM	Title/Position	Engineer City Planning
Organization	Posillico Civil Inc.	Organization	City of Mission
Telephone	956-373-1507	Telephone	956-458-8547
Email	ckindel@posillicoinc.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Juan De La Garza	
Years of experience as project superintendent		3 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		6	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of McAllen C1&C3 Drainage Improvements		100%	05/2023
HCDD1 - Eaast Mercedes Drainage Imrpvements		100%	10/2023
Southern Border Constructors - Border wall Projects		100%	08/223
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mario Cruz P.E.	Name	Roberto Salinas
Title/Position	Engineer	Title/Position	Director / Engineer
Organization	City of MCAllen	Organization	Agua Sud
Telephone	956-342-9664	Telephone	956-933-4865
Email	mcruz@mcallen.net	Email	
Project	2018 Bond Drainage Improvment C1&C3	Project	
Candidate's role on project	City Engineer	Candidate's role on project	

Safety Manager			
Name of individual		Marcus Garcia	
Years of experience as project manager			
Years of experience with this organization		6 months	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SPI 2023 Side Street Improvements		7%	04/2024
Weslaco Waterline & Sewer Improvements		32%	12/30/2023
Alberta Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raquel Marquez	Name	
Title/Position	Human Resources/Safety	Title/Position	
Organization		Organization	
Telephone	956-252-8840	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Juan De La garza	
Years of experience as project superintendent		6 years	
Years of experience with this organization		3 years	
Number of similar projects as project superintendent		17	
Number of similar projects in other positions		23	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
El Milagro Subdivision		16%	06/2024
Agave at 493 Subdivision		3%	05/2024
Alberta Road Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Salinas P.E.	Name	Mario Cruz P.E.
Title/Position	Director/Engineer	Title/Position	Engineer
Organization	Agua Sud	Organization	City of McAllen
Telephone	956-933-4865	Telephone	956-342-9664
Email		Email	mcruz@mcallen.net
Project		Project	2018 Bond Drainage improvements
Candidate's role on project		Candidate's role on project	City Engineer

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11 day of December, 20 23.

RBM Contractors, LLC.
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
(2) 15Ft. Water Tank for truck	X	
1977 CAT 140G Motor Grader	X	
19870 Bomag Pad Foot Roler	X	
1995 CAT 621F Scraper	X	
1998 CAT 416C Backhoe	X	
2004 CAT Asphalt Paver AP1055B	X	
2006 CAT Smooth Drum Compactor	X	
2007 CAT 328D Hydraulic Excavator	X	
2008 930H Loader	X	
2010 Bomag Smooth Drum Roller	X	
2012 CAT 320EL Excavator	X	
2012 CAT AP1055E Asphalt Paver	X	
(3) 2019 Puma Bottom Dump Trailers	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Water System	Core & main
RCP	Rio Valley Pipe
Inlet & Manhole	L&R Prescast
Concrete	Magic Valley
Hotmix	Upper Valley

BIDDER

Executed this: 11 Day of : December 20. 23

By: Braulio Rios

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 11 day of December 2023

Elda Laura McCrea E. Laura McCrea

NOTARY PUBLIC

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*12/11/2023*]

RBM Contractors, LLC.
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 8542

Dear *City of Edinburg*

The undersigned party certifies that RBM Contractors, complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Braulio Rios
Printed name



Signature

President
Position in bidding company

12/11/2023
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Braulio Rios, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

RBM Contractors, LLC.
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/11/2023.
[Date]

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

[Notary Seal]

E. Laura McCrea
Notary Public in and for the State of TEXAS

Elda Laura McCrea
[Print or type Notary Public name]

My Commission Expires: 03/11/2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RBM Contractors, LLC.
State of Incorporation: Texas
Mailing Address: 2919 N. Kenyon Rd. Ofc. 2 Edinburg,TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Braulio Rios, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RBM Contractors, LLC.

[Typed Name of Company:]

Braulio Rios, President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-006

Doolittle Detention Pond

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Wednesday, December 20, 2023

MOR-WIL, LLC Proposal

CONTACT INFORMATION

Company:
MOR-WIL, LLC

Email:
admin@mor-wil.com

Contact:
Belinda Sanchez

Address:
808 S SHARY RD STE 5 PMB 274
MISSION, TX 78572

Phone:
N/A

Website:
N/A

Submission Date:
Dec 12, 2023 12:53 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Doolittle_Detention_Pond.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Scan2023-12-12_093812.pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Scan2023-12-12_094016.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Scan2023-12-12_094228.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Scan2023-12-12_094529.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Scan2023-12-12_094827.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Scan2023-12-12_095039.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Scan2023-12-12_095957.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Scan2023-12-12_100220.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page athttps://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Scan2023-12-12_100458.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE EVALUATIONS ARE REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

B_-_Past_Performance_Evaluation_1.pdfB_-_Past_Performance_Evaluation_2.pdfB_-_Past_Performance_Evaluation_3.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Scan2023-12-12_103442.pdf

PLEASE UPLOAD RESUMES OF TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY.*
Scan2023-12-12_103922.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Scan2023-12-12_111307.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Scan2023-12-12_104647.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Scan2023-12-12_104930.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EEQUIPMENT AND MATERIAL LIST AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Scan2023-12-12_105230.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Scan2023-12-12_105513.pdf

PLEASE FILL OUT AND SIGN THE PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Scan2023-12-12_105815.pdf

PLEASE FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Scan2023-12-12_110027.pdf

FILL OUT AND SIGN THE CERTIFICATE REGARDING DEBARMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Scan2023-12-12_110306.pdf

PRICE TABLES

WATER DISTRIBUTION SYSTEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	12	EA	$1,589.18	$19,070.16

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	17	EA	$2,295.36	$39,021.12
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	6	EA	$8,233.92	$49,403.52
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	3	EA	$4,205.53	$12,616.59
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	5	EA	$4,511.34	$22,556.70
TOTAL					$142,668.09

DRAINAGE IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	18" R.R.G.C.P.	2,220	LF	$70.11	$155,644.20
2	24" R.R.G.C.P.	750	LF	$86.67	$65,002.50
3	30" R.R.G.C.P.	955	LF	$120.35	$114,934.25
4	36" R.R.G.C.P.	1,744	LF	$164.81	$287,428.64
5	42" R.R.G.C.P.	766	LF	$229.67	$175,927.22
6	48" R.R.G.C.P.	2,780	LF	$268.81	$747,291.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Manhole	45	EA	$5,416.86	$243,758.70
8	Type "A" Inlet	68	EA	$3,097.01	$210,596.68
9	48" Concrete Headwall	2	EA	$11,137.50	$22,275.00
10	Tie Into Exist Type "A" Inlet	3	EA	$3,712.50	$11,137.50
11	Remove & Dispose Exist Type "CC" Inlet	25	EA	$475.20	$11,880.00
12	Backfill & Compaction	9,215	LF	$3.71	$34,187.65
13	Trench Protection	9,215	LF	$8.06	$74,272.90
14	Traffic Control	1	LS	$89,100.00	$89,100.00
15	Excavate Pond	8,600	CY	$2.59	$22,274.00
16	Haul Off Dirt	8,600	CY	$6.04	$51,944.00
17	24" Concrete Headwall	3	EA	$5,197.50	$15,592.50
18	36" Concrete Headwall	2	EA	$7,425.00	$14,850.00
19	Existing Stormline (Crush in Place)	2,500	LF	$2.97	$7,425.00
20	Remove Canopy with Bench	7	EA	$742.50	$5,197.50
21	Clean Drain Ditch (Both Sides)	840	LF	$49.50	$41,580.00
22	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	1	LS	$14,850.00	$14,850.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	End of Road Permanent Barricade	4	EA	$7,425.00	$29,700.00
24	Conflict Box Structure on Irrigation Line	8	EA	$14,850.00	$118,800.00
25	Erosion Control Plan	1	LS	$89,100.00	$89,100.00
26	Remove and Dispose Type "A" Inlet	9	EA	$495.00	$4,455.00
27	Excavate and Haul off extra Dirt	9,800	CY	$8.33	$81,634.00
28	Remove and Dispose Manhole	9	EA	$495.00	$4,455.00
29	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	5	EA	$10,404.74	$52,023.70
30	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	4	EA	$11,269.67	$45,078.68
31	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	2	EA	$11,485.55	$22,971.10
32	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	2	EA	$18,499.02	$36,998.04
TOTAL					**$2,902,365.56**

PAVING IMPROVEMENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cut & Repair Asphalt	10,000	SY	$41.13	$411,300.00
2	Curb & Gutter	400	LF	$18.56	$7,424.00
3	Remove & Dispose Concrete Headwall	1	EA	$14,850.00	$14,850.00
4	Cut & Repair Handicap Ramp	18	EA	$4,950.00	$89,100.00
5	Cut & Dispose Curb & Gutter	800	LF	$14.85	$11,880.00
6	Cut & Repair Valley Gutter	240	LF	$92.81	$22,274.40
7	Cut & Repair Sidewalk	500	LF	$44.55	$22,275.00
TOTAL					**$579,103.40**

ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$150,000.00	$150,000.00
TOTAL					**$150,000.00**

Mor-Wil, L.L.C



Main Office

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78574
P: (956) 456-0628

Owner

Prisciliano Gracia Gracia

Team Members

Primary Contact:
Albert Garza III
Project Manager
(956) 456-0628

Prisciliano Gracia Gracia
General Manager
(956) 655-9934

Warranty

1 Year

Texas Secretary of State

Filling No. 800475951

Organization Information

Mor-Wil, L.L.C

Established April 5, 2005, Mor-Wil, L.L.C has taken on many challenging projects. Along the way, it has acquired skills, knowledge, and experience in building solutions, project management services, building trades, and other related engineering works.

Mor-Wil, L.L.C is a limited liability company that has been providing services to the Rio Grande Valley for 15 years. 100% of its $16,000,000 value of work, done over its 15-year span, has been done in the Rio Grande Valley. While providing competitive pricing, a safe working environment, and delivering quality work within a reasonable time frame.

To date, Mor-Wil, LLC has no claims on work-related injuries andholds a .95 rating for its Workers Compensation Insurance. No litigations are pending and will comply with any background checks as required.

As prime contractor Mor-Wil, L.L.C takes part in small and large projects. While implementing project management services to organize specialized trades for commercial and government developments. At the same time, Mor-Wil, L.L.C 's staff is on hand to respond to any immediate drawbacks and to ensure we stay on budget. Using specialized systems and up to date technology Mor-Wil, L.L.C commits to fulfill their client's needs.

Mor-Wi, L.L. C strives to give its clients a pleasant experience by

- Being in constant communication
- Meeting the project's objective
- Tracking the project progress and fine-tuning deviations
- Supervising closely the quality of the work provided

Education

Graduated from Mexico State University
CPA courses

Fields of Proficiency

Cost Control
Strategic Planning
Staff Development
Quality Assurance
Team Leadership
Project Management

Government Experience

Hidalgo County Drainage District
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility
Mission Redevelopment Authority
Hidalgo County Urban County Program
Hidalgo County Precinct No. 3
East Rio Hondo Water Systems

Prisciliano Gracia Gracia General Manager

Mr. Gracia Gracia brings 34 years of cost control and management experience to Mor-Wil, L.L.C. As owner and general manager, his decisions made Mor-Wil, L.L.C a prime contender in government projects as well as small industries. As a leader, he has brought together a strong team to meet his client's expectations.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex

Education

University of Texas Brownsville
Business Management Courses

Fields of Proficiency

Project Management
Site Planning
Budgeting
Scheduling
Staffing
Organizing
Team Management

Government Experience

Hidalgo County Drainage District
Hidalgo County Precinct No. 3
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
East Rio Hondo Water Systems
International Boundary & Water Commission

Albert Garza III Assistant General Manager

Mr. Garza has 20 years of management experience. Mr. Garza oversees the day to day operations of Mor-Wil, L.L.C. Mr. Garza oversees staffing, scheduling, planning, and budgeting. During his time with Mor-Wi, L.L.C Albert Garza III has used his problem-solving skills and management experience to ensure the company follows through its commitment to our clients.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex
- International Boundary & Water Commission
  Leeve Rehabilitation Project
- Phillips & Jordan Construction
  Levee Project 23rd St.-McAllen, Texas

Completed Projects

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation & Concrete Lining of Drainage Canal
Contract Value $570,302

Cameron County
Job: Drain "A" Widening Drainage Improvements
Excavation of Canal to Widen Flowline
Architect: Brown, Leal & Associates (956) 428-4014
Contract Value: $200,421
Completed: July 2016

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956)381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12 in force main.
Contract Value: $1,235,213

Aqua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal, & Associates (956)428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: $230,634
Completed: August 2018

Hidalgo County Precinct NO. 3 (Urban County Program)
Job: Penitas Drain Phase II
Engineer: Javier Hinojosa Engineering (956)668-1588
Scope: Flood Drainage Improvements known as the "Penitas Drain Phase II"
Contract Value: $2,115,179
Completed

Completed

October 2015

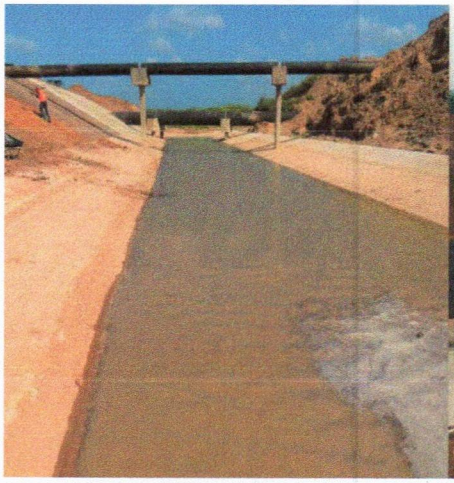
Project ContractValue

$1,336,252

Engineer

SWG Engineering
Alfonso A Gonzalez P.E.
(956) 968-2194

Completed Projects





Drainage Improvements for the AN47 Drainage Canal at the Evans & Wilson Crossings

Client:

City of La Feria
(956) 797-1898

Work Scope: Convert four 60" Drain Pipes into one 30" pipe on Evans Canal and a 60" pipe on Wilson Canal

- Excavate 300 LF
- Concrete Lining of Drainage Canal
- Install 250 LF of 60" Steel Pipe
- Install 213 LF 30" Steel Pipe
- Install Concrete Support Structures
- Install and Concrete incase 30' Soil Nails
- Erosion Control
- Drainage

This project was one of the most difficult and unique jobs that Mor- Wil, L.L. C encountered. During construction, we identified a situation with the subgrade where it was determined 30' soil nails need to be installed. We had to completely dewater the drainage canal to install them. At the end Mor-Wil, L.L.C finalized and provided a satisfactory service to the client.

Completed Projects

Project: Mercedes Lateral-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro Mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

July 2017

Project Contract Value

$694,289

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects

Project: South Mercedes Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

August 2017

Project Contract Value

$809,988

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed

August 2017

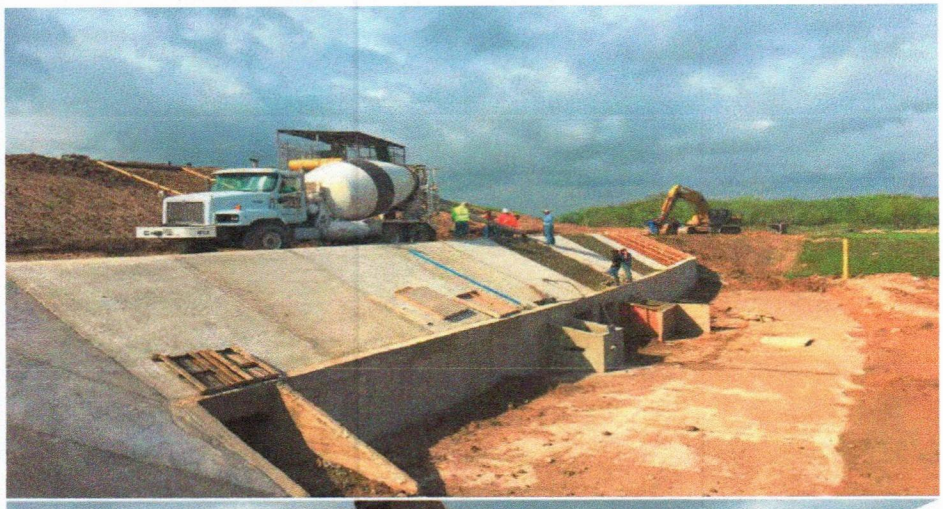
Project ContractValue

$1,042,226

Engineer

TEDSI Infrastructure
Mark D. Corbitt, P.E.
Project Manager (956) 424-7898

Completed Projects





Site work, Utilities, and Parking

Drainage Improvements Project East Donna Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1
(956) 292-7080

Work Scope:

- Install Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 16" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation

Completed Projects Continued

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation and Concrete lining of Drainage Canal
Contract Value: $570,302
Completed:

City of La Feria
Job: Tio Cano Water Shed Relief via The Wilson Canal
90' Cast-in-Place 10x5 Concrete Box and 4200LF of 36" RCP
Engineer: SWG Engineering, LLC (956) 968-2194
Contract Value: 1,253,978
Completed: November 2017

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956) 381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12-inch force main.
Contract Value: 1,235,213
Completed: April 2018

Agua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal & Associates (956) 428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: 230,634
Completed: August 2018

Hidalgo County Precinct No. 3 (Urban County Program)
Job: Peñitas Drain Phase II
Engineer: Javier Hinojosa, P.E. (956)668-1588
Scope: 1,464 LF of an 8'X6' concrete box & 552 LF of a 10'x5' concrete box, removal and Replacement of 100 LF existing canal, excavation of 21,000 CY of a ditch, 380 LF of RC pipe, Encasing of fiber optics, installation of a steel casing around sewer line, driveway repair, installation of down drain and wing walls, installation of gate inlet and removal of 300 LF of existing culvertt, installation of 7,000 SY of concrete rip rap and 5,000 SF of rock rip rap
Contract Value: $2,115,179
Completed: November 2018

Completed Projects Continued

City of Mission

Job: Anzalduas Highway Wastewater and Water Truck lines Phase 2

Architect: Halff Associates, Inc. Raul Garcia Jr., P.E. (956)664-0286

Scope: 16,182 LF 12" waterline, 11,412 LF 16" waterline; 8,8664 LF 12" sewer line, 5,231 LF 15" sewer line, 4,069 LF 21" sewer line, 43 48" fiberglass manholes, 42 fire hydrants, 190 LF 24" steel bore casing, 60 LF 30" steel bore casing, 156 LF 26" steel bore casing, 449 LF 21" steel bore casing & 421 SY of asphalt

Contract Value: $3,814,448

Completed: February 2019

Military Road Crossing-2018 Bond Referendum Project #13

Client: Hidalgo County Drainage District No. 1

Contract Value: $200,322.50

Engineer: L&G Consulting Engineers, Inc.

Completed: January 2020

Chaparral Drain Extension Improvements (60 inch RCP Jack and Bore Dona Irrigation Crossing)

Client: Hidalgo County Drainage District No. 1

Contract Value: $145,757.63

Engineer: Hidalgo County Drainage District No.1 Jose Noe Saldivar, P.E.,C.F.M

Completed: April 2020

Agua SUD's Palmview Wastewater Conveyance System & Force Main

Client: Agua Specialty Utility District

Contract Value: 5,000,000

Percent Completed: 100%

Engineer: S&B Infrastructure, Ltd.

Completed Projects Continued

Pharr-McAllen Drain Improvements-2018 Bond Referendum Project #31
Client: Hidalgo County Drainage District No. 1
Contract Value: 654,951
Percent Completed:o 1 o o %
Engineer: L&G Consulting Engineers, Inc.
Davie A. Saenz, P.E., C.F.M
(956)583-7117

Hidalgo Drain & Dicker Rod Box Culvert Crossing

Client: Hidalgo County Drainage District No. 1
Contract Value: $461,346.62
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080

Hidalgo County – GLO 2015 Floods Grant 18-271-000-A923

Client: Hidalgo County – Urban County Program
Contract Value: $1,195,327.83
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

December 14, 2018

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542

RE: Reference letter for Mor-Wil, L.L.C.

To Whom It May Concern:

I am writing this reference letter to express sincere gratitude toward Mor-Wil, L.L.C. regarding the Schunior Drain Ditch Improvements and Penitas Drain Phase II project constructed for the Hidalgo County Drainage District No. 1 (HCDD No. 1). Mor-Wil, L.L.C. was supportive and professional throughout the projects. Project submittals were provided in a timely and efficient manner. The change orders that were required for the project were priced fairly and required minimal negotiations. They worked on schedule and addressed any punch list items for the projects expeditiously.

Due to the cooperation professional attention and work–ethic Mor-Wil, L.L.C. demonstrated on these projects, we recommend them for any future projects.

If you have any questions, please feel free to give me a call at 956-292-7080.

Sincerely,
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Noe Saldivar, P.E., CFM
District Engineer III

12/14/18

C: Raul E. Sesin, P.E., CFM, District General Manager

Letter of Recommendation

Public Works Department

July 31, 2017

City of Mission
2801 N. Holland
Mission, Tx 78574

RE: Reference Letter

To whom it may concern:

I am writing this reference letter at the request of Mor-Wil, LLC, with respect to a Sanitary Sewer Project Construction with the City of Mission. Mor-Wil, LLC was cooperative and professional throughout the project. Change Orders were fairly priced and turned in with related material for documentation. They have been working on schedule and have address up-to-date outstanding punch list items in project.

Due to the cooperation and professional attention and the work Mor-Will, LLC has delivered we recommend them.

If you have any questions, please feel free to give me a call at (956) 580-8780.

Sincerely,

Roberto Salinas, P.E.
City of Mission
Public Works Director

2801 N. Holland • Mission, Texas 78574 • (956) 580-8780 • Fax: (956) 580-8782

Letter of Recommendation

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

May 13, 2016

Re: Letter of recommendation

To whom it may concern:

Mor-Wil has performed work for the city of La Feria. They have been able to complete the projects in a satisfactory and timely manner.

If you have any questions, please give me a call at (956)968-2194.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

Alfonso A. Gonzalez, P.E

AAG:cdz

Letter of Recommendation

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BODE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA
TBPE Firm # F-1435
TBPLS # 10096900

April 4, 2017

To Whom It May Concern:

I had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service that they provided.

Throughout the course of the project I felt Mr. Garza was a consummate professional. He was accurate in his initial assessment of the scale and cost of our project.

Our job was done with care a precision. In addition he and his assistants never left the worksite in disarray. They regularly visited the jobsite to help coordinate any required field changes as they were discovered so that design intent was upheld while ensuring that our construction schedule was never compromised.

The cooperation and collaboration Mr. Garza brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved, and a successful end result. I look forward to the opportunity to work with Mor-Wil, LLC again.

Sincerely,

Mario A. Reyna

Vice-President

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 486-8591

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : General Security Indemnity Co. of Arizona	
	INSURER B : National Liability & Fire Ins. Co.	
	INSURER C : United Specialty Insurance Company	
	INSURER D : Texas Mutual Ins. Co.	22945
	INSURER E : Fortegra Specialty Ins. Co.	
	INSURER F :	

INSURED
MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

Certificate of Insurance

Project References

Roberto Salinas, P.E.
Public Works Director
City Of Mission
(956) 580-8780

Mario Reyna, P.E.
Assistant Project Manager
Melden & Hunt
(956) 500-2734

Raul Sesin
General Manager
Hidalgo County Drainage Dist. 1
(956) 292-7080

Repeated Customers

City of La Feria
(956) 797-1898

City of Mission
(956) 580-8650

Hidalgo County Drainage District 1
(956) 292-7080

Cameron County
Drainage District #5
(956) 423-6411

Administration Contacts

Belinda Sanchez
Administrative Manager
(979) 324-6949
www.admin@mor-wil.com

Bonding Company

MERCHANTS BONDING COMPANY
800-678-8171

Agent

Magda E. Escandon
321 W 2nd St, Mercedes, TX 78570
(956) 565-2481

Mor-Wil, L.L.C

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78872
(956) 456-0628
www.mor-wil.com

360 TRAINING™

CERTIFICATE OF COMPLETION

This certifies that

Belinda Padilla Sanchez

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	05/25/2023

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0083906

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

IBC

February 10, 2022

From: John Michael Ortega – First Vice President

Re: Mor Wil LLC (Prisciliano Gracia Gracia)

To Whom It May Concern:

I understand Mr. Gracia is being asked to provide a letter of reference and as such, I am pleased to provide the following information. IBC has had a strong banking relationship with Mr. Gracia and his related entities for more than 20 years. IBC has financed numerous projects for Mr. Gracia and have a high regard for his reputation as a businessperson. We value our banking relationship with Mr. Gracia.

Should you have any questions, please do not hesitate to call me at (956) 632-3514.

Sincerely,

John Michael Ortega
First Vice President, Commercial Lending
IBC Bank – McAllen

CC: Adrian Villarreal

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

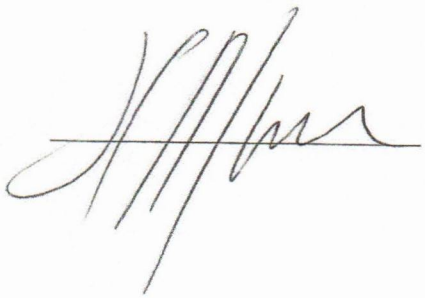
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/12/2023

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza Authorized Signatory

Authorized Signatory: A. garza

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil, LLC
(Full, correct legal name)

- Address: 808 S SHARY RD, STE 5 PMB 274
  Mission TX 78572
- Telephone/Fax: 956-456-0623
- Email address: albert.garza03@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No x___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_x__ No____

4. Where is the Company's corporate headquarters located? Mission, Texas 78572

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No x___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 0

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No x___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Albert Garza
Address: 808 S SHARY RD, STE 5 PMB 274 MISSION, TX 78572
Telephone: 956-456-0628
Fax: none
Email: albert.garza03@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.

_____
none
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 A. garza

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Albert Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Mor-Wil, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign A.Garza

Title Authorized Signatory

Subscribed and sworn to me this 12 day of December 2023.

By: Albert Garza

Notary Public Alejandro Sanchez

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594

My commission expires

Feburary 11, 2024

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid)

Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 12th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Improving Drainage for South Park and the area bounded by S. Veterans Blvd to the East E. Park Dr. to the North s Closner Blvd to the West and E. Freddy Gonzalez Dr. to the South

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: _____

Mor-Wil, LLC
Principal

By A. garza

Attest: _____

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S SHARY RD, STE 5 PMB 274 Mission, Texas 78572		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	April 2005	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$Any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10	360 Training	N/A
OSHA 30	360 Training	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES Iowa 50306-3498

Physical Address (principal place of business):	McAfee Insurance Agency		
	321 W 2nd		
	Mercedes, Tx 78570		
Phone (main):	9565652481	Phone (claims):	800-678-8171

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		See attached	
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	70
Estimate of revenue for the current year:	$18,000,000.00
Estimate of revenue for the previous year:	16,200,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A. garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address: 808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A– Current Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County Drainage District No1		Project Name	South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34	
General Description of Project					
Project Cost	$1,748,494.00		Date Project	9/2/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Yvette Barrera PM	Engineer	HCDD#1	956-292-7080	"Barrera, Yvette" <yvette.barrera@hcdd1.org>
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Project Owner	Hidalgo County Drainage District No1		Project Name	SOUTH I RD WEST SIDE DRAIANGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	
General Description of Project					
Project Cost	$1,204,334.50		Date Project	03/03/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Roger Balandran	Engineer	HCDD#1	956-292-7080	
Construction Manager	Jose Noe Saldivar PE CEM	Engineer	B2Z ENGINEERING, LLC		NoeS@b2zeng.com

Project Owner	Hidalgo County		Project Name	North Main Drain III Phase II Existing Drainage Ditch Improvements	
General Description of Project					
Project Cost	$ 2,399,741.27		Date Project	9/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Jose Noe Saldivar PE CEM	Engineer	HCDD#1	956-292-7080	NoeS@b2zeng.com
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Schedule B– Previous Experience with Similar Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County		Project Name	Howhn Stormwater	
General Description of Project					
Project Cost	$615,171.07		Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Construction Manager			HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>

Project Owner	Hidalgo County Drainage District No1		Project Name	MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	
General Description of Project					
Project Cost	2,944,083.76		Date Project	10/19/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Solveig Klassen	Engineer	HALFF ASSOCIATES, INC		sKlassen@halff.com
Construction Manager					

Project Owner	See attached		Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual		Albert Garza	
Years of experience as project manager		18 + years	
Years of experience with this organization		18 years	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		15+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		25%	2/24/2024
MID VALLEY AIRPORT-IBWC DITCH 18B DRAINAGE IMPROVEMENTS 2018 BOND REFERENDUM PROJECT NO 19		25%	12/21/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	City of Mission PE
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Albert Garza	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Belinda Sanchez	
Years of experience as project manager		7	
Years of experience with this organization		5	
Number of similar projects as project manager		5	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
North Main Drain III Phase II Existing Drainage Ditch Improvements		15%	1/25/2024
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		10%	2/24/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	Engineer
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Benito Rodriguez	
Years of experience as project superintendent		25 years	
Years of experience with this organization		5	
Number of similar projects as project superintendent		2	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Y Drain		30%	3/16/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Omar Anzaldua Jr	Name	
Title/Position	Engineer	Title/Position	
Organization	HCDD#1	Organization	
Telephone	956-292-7080	Telephone	
Email	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Completed Projects	Owner	Design Enginner	Contract I	Type of Work	Orignal Cost
HCRMA UTILITES MOVE	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509		**7/11/2022**	Drainage Development	**$ 1,207,420.10**
TULIP (ML06m)	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	B2Z Enginnering	**11/21/2022**	Drainage Development	**$ 1,818,646.32**
HOEHN STORMWATER PROJECT	Hidlago County	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**12/5/2022**	Drainage Development	**$ 615,171.07**
J-08 Drain Improvements - 2018 Bond Referendum	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/19/2022**	Drainage Development	**$ 1,465,141.51**
MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**10/19/2020**	Drainage Development	**$ 2,944,083.76**
MILE 9 N & FM 1015 PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**3/16/2021**	Drainage Development	**$ 1,217,121.18**
Cesar Chavez & Texan Road, Canton Rd & Tower Rd and Iowa Rd Drainage Areas	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/12/2021**	**Drainage Development**	**$ 1,714,938.78**
K-07-02 Drain Improvements	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	B2Z Enginnering	3-Dec-21	Drainage Development	$ 797,639.50
Anaquitas Drain Structrue (proposed additional 2 10'x8' boxes with Gate Structures - 2018 Bond Referendum Project #8	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	16-Dec-21	Drainage Development	$ 1,497,200.19
Hidaglo County - urban County Program City of Hidalgo Flood Drainage Improvemtns (Old Townsite)	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	13-May-21	Drainage Development	$ 805,757.75
cameron County Drainage District No 5. North Main Drain Channel Linning 2018	Cameron County Drainge District No 5	Moore Land Sureying, LLC	26-Apr-21	Drainage Development	$ 2,246,699.32
City of Alton Trosper Road Detention Facility	City of Alton 416 South Alton BLVD Alton TX 956-432-0760	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	10-Mar-21	Detention Pond	$ 211,087.50
Ditch 47 & Ditch 350 Improvements (Mile 6 1/2 Crossing, Mile 10 N Crossing, Irrigation Canal Crossing, & Mile 9 N. Crossing)"	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	18-Dec-20	Irrigation Canal Improvements	$ 320,145.84
Cameron County Drainage District No. 5 - 2020 NRCS EWP Erosion Repairs	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	13-Nov-20	Flood Drainage Improvements	$ 1,500,742.85

Sunflower Drain - 2018 Bond Referendum Project #36	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	15-Sep-20	Flood Drainage Improvements	$ 988,803.19
PD Lateral (Phase II) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	10-Sep-20	Irrigation Canal Improvements	$ 1,687,658.89
Las Milpas - Hidlago Park Estates	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	4-Aug-20	Irrigation Canal Improvements	$ 697,085.69
PD Lateral (Phase I) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	20-Jul-20	Irrigation Canal Improvements	$ 2,417,679.61
South Conway Lift Station Sanitary Sewer & Water Line Improvemtns Betwwen US 83 and Military RD	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	12-Mar-20	Swere line Improvments	$ 2,326,579.41
Hidalgo Drain & Dicker Road Box Culvert Crossing	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	11-Feb-20	Box Culvert	$ 494,718.55
Hidalgo Couty - GLO 2015 Floods Gran 18-271-000-A923	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	27-Jan-20	Flood Drainage Improvements	$ 1,209,772.65
Hidalgo County Precinct NO. 4 JO9 Phase IV Rural Drainage Development 2012 Bond Project	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	3-Dec-19	Drainage Development	$ 1,013,662.67
Bentsen Palm Dev. Sanitary Sewer Improvemtns Phase II	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Dec-19	Swere line Improvments	$ 644,077.54
Chapparral Drain Extension Improvemtns (60 inch RCP Jack & Bore- Donna Irrigation Crossing)	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	22-Oct-19	Flood Drainage Improvements	$ 177,697.31
Hidlago Drain (Military Raod Crossing) - 2018 Bond Referendum Project #13	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Samuel D Maldonado PE RPLS SAM Engineering and Surveying McAllen TX 956-702-8880	23-Sep-19	Drainage Development	$ 248,397.50
Santa Maia ISD Workshop Facility Park Lots Drainage Improvemts Ect	Santa Maria ISD PO BOX 448 Santa Maria TX 78592 956-565-6308	Gignac & Associates LLC 956-365-4820	21-May-19	Workshop Facility, Parking Lots Drainage Improvements	$ 1,739,514.00
City of Mission Anzalduas Highway Wastewater and Water Truck Lines Phase 2	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Raul Garcia JR PE Halff Associates Inc 956-664-0286	1-Feb-19	Swere line Improvments	$ 3,865,565.93
Pharr - McAllen Drain Improvemtnts - 2018 Bond Referendum Project #31	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	L&G Consulting Engineers 956-565-9813	9-Jan-19	Flood Drainage Improvements	$ 815,041.38

Agua SUD's Palmview Wastewater Collection System Main Lift Station & Force main Convyance System	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	M2 Engineering PLLC 1810 E Griffin Parkway Mission TX 956-600-8628	1-Dec-18	LiftStation	$ 7,317,450.74
Penitas Drain Phase II	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	1-Nov-18	Drain Improvmetns	$ 2,115,179.00
US 83 Route Relife Utility Relocaton	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	1-Aug-18	12" WaterLine and 20" Steel Casing	$ 230,634.00
Benstsen Palm Lift Station Breyfogle	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Apr-18	Lift Station	$ 1,235,213.00
Tio Cano Water Shed Relief Via The Vilson Canal	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261	SWG Engineering LLC 956-968-2194	1-Nov-17	Cas IN Place	$ 1,213,861.00
East Donna Drainage Improvemtns	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 1,042,226.00
Drainage Improvements South Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 814,038.30
Drainage Improvements Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 707,789.13
Drain "E" & E1 Channel Lininning Phase III	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	9-Jul-15	Excavation & Concrete Linning of Drainage canal	$ 570,302.00
Drainage Improvemtns for AN47 Drainage Canal At the Evans & Wilson Crossing	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261		7-Jul-15	Drain Improvmetns	$ 1,336,252.00
Shunior Drain Ditch -Val Verde Rd					$ 325,993.00
San Vicente Wastewater Collection System					$ 260,649.00
San Benito Dialysis Center					$ 356,000.00
Lift Station 45 Relocatin					$ 404,226.00
Keppel AmFels Waterline Relocation					$ 446,709.00
Jones Box Park Improvements					$ 589,465.00
Drain "A" Widening Drainage Improvements Phase II					$ 2,499.21
Anzalduas Highway Wastewater & Water Trunklines Phase 2					$ 3,875,266.00

Contracts on hand	End Date	Contract $	Owner
Drainage Area Improvements for Y Drain PhI, Tower Road between Rogers and Monte Cristo & Curry Drain and Valverd	1/26/2024	$ 628,815.00	HCDD#1
Glasscock (ML06n) Drainage Improvements	12/27/2023	$ 3,712,513.56	City of Mission
Weslaco Drain Improvement (proposed Additional 10'X10' Box with Gate Structure)"	12/21/2023	$ 454,974.00	HCDD#1
MILE 9 AND FM 1015 - PACKAGE 1B IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT #24	10/21/2023	$ 4,377,859.47	HCDD#1
SOUTH LATERAL DRAIN STRUCTURE - IBWC#23AL: - 2018 BOND REFERENDUM PROJECT NO 34	12/26/2023	$ 1,717,694.00	HCDD#1
MID VALLEY AIRPORT - IBWC DITCH 18 B DRAINAGE IMPROVEMENTS 2018 REFERENDUM PROJECT NO 33	12/21/2023	$ 1,309,757.75	HCDD#1
WILLAMAR DRAIN DITCH IMPROVEMENTS SOUTH OF SAN PERLITA, TEXAS FLOOD MITIGATION	3/23/2024	$ 1,029,166.17	Willacy County
SOUTH "I" RD. USIBWC STRUCTURE 82L - DRAINAGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	4/27/2024	$ 1,204,334.50	HCDD#1
		$ 14,435,114.45	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23

Albert Garza
Name of Bidder

A. Garza
Signature of Bidder

Authorized Signatory of Mor-Wil, L.L.C.
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Blue Cat Rantals		956-464-0123

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	Ferguson Waterworks
	1900 W. Expressway 83, Mission, Texas 78572
	T: (956) 584-8199 C:(956) 703-2131
	E: david.aguirre2@ferguson.com

BIDDER

Executed this: 12 Day of : December 20. 23

By: Albert Garza

BIDDER

Title: Authorized Signatory A. Garza

NOTARY PUBLIC

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December 2023

Alejandro Sanchez

Alejandro Sanchez NOTARY PUBLIC

END OF SECTION

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

COMPACTORS



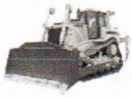
EXCAVATORS



BACKHOE LOADERS



BULLDOZERS



MOTOR GRADERS



956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

PARTS / ATTACHMENTS



WATER TRUCKS



BRUSH & WOOD WASTE



ENVIRONMENTAL SOLUTIONS

BLUECAT
ENVIRONMENTAL SOLUTIONS DIVISION

Newsletter

By subscribing to our company newsletter you will always be up-to-date on our latest promotions, deals and vehicle inventory!

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

Financing Calculator

Cost of Vehicle ($):	10000
Down Payment ($):	1000
Annual Interest Rate (%):	7
Term of Loan in Years:	5
Frequency of Payments:	Bi-Weekly

Calculate My Payment

NUMBER OF PAYMENTS:	130
PAYMENT AMOUNT:	$82

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Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

CITY OF EDINBURG NON-BRIBERY MODEL FORM

12/12/2023
Mor-Wil,LLC
Albert Graza
808 S. Shary Rd Ste 5 PMB 274
Mission Tx 78572

Dear [*Name of Owner*] :

The undersigned party certifies that [*Mor-Wil,LLC*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Albert Garza
Printed name
A.Garza
Signature
Authorized Signature
Position in bidding company
12/12/2023
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A.Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: Feburary 11, 2024
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture: N/A

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274, Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza
[Typed Name and Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC
[Typed Name of Company:]

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
[Typed Name & Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	**CONTACT NAME:** Mindy Rivera **PHONE (A/C, No, Ext):** (956) 565-2481 **FAX (A/C, No):** (956) 565-2733 **E-MAIL ADDRESS:** mindy@mcafeeagency.com
INSURED MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** General Security Indemnity Co. of Arizona **INSURER B :** National Liability & Fire Ins. Co. **INSURER C :** United Specialty Insurance Company **INSURER D :** Texas Mutual Ins. Co. 22945 **INSURER E :** Fortegra Specialty Ins. Co. **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

Mor-Wil, LLC

Printed Name and Title:

Albert Garza Authorized Signatory

Authorized Signatory:

A.garza

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil, LLC
(Full, correct legal name)

- Address: 808 S SHARY RD, STE 5 PMB 274
  Mission TX 78572
- Telephone/Fax: 956-456-0623
- Email address: albert.garza03@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No x___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes x No____

4. Where is the Company's corporate headquarters located? Mission, Texas 78572

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No x___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 0

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No x___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Albert Garza
Address: 808 S SHARY RD, STE 5 PMB 274 MISSION, TX 78572
Telephone: 956-456-0628
Fax: none
Email: albert.garza03@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

none

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Albert Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Mor-Wil, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

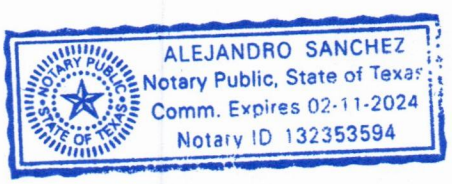
Sign A.Garza

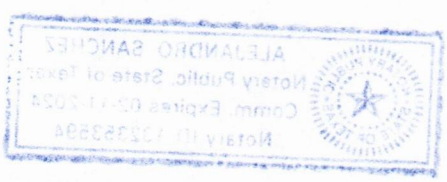
Title Authorized Signatory

Subscribed and sworn to me this 12 day of December 2023.

By: Albert Garza

Notary Public Alejandro Sanchez




ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132393994

My commission expires

Feburary 11, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 A. garza

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Hidalgo County Drainage District No1

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: Omar Anzaldua Jr

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: City of Mission

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: JP Terrazas <jpterrazas@missiontexas.us>

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: M2 ENGINEERING, PLLC

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: EMIGDIO "MILO" SALINAS, PE

Date: _____

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

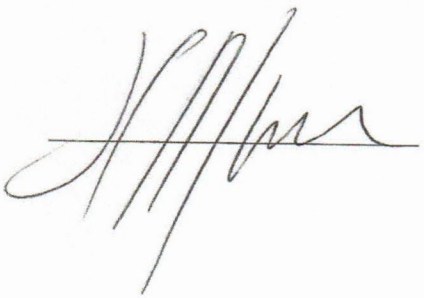
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



Mor-Wil, L.L.C



Main Office

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78574
P: (956) 456-0628

Owner

Prisciliano Gracia Gracia

Team Members

Primary Contact:
Albert Garza III
Project Manager
(956) 456-0628

Prisciliano Gracia Gracia
General Manager
(956) 655-9934

Warranty

1 Year

Texas Secretary of State

Filling No. 800475951

Organization Information

Mor-Wil, L.L.C

Established April 5, 2005, Mor-Wil, L.L.C has taken on many challenging projects. Along the way, it has acquired skills, knowledge, and experience in building solutions, project management services, building trades, and other related engineering works.

Mor-Wil, L.L.C is a limited liability company that has been providing services to the Rio Grande Valley for 15 years. 100% of its $16,000,000 value of work, done over its 15-year span, has been done in the Rio Grande Valley. While providing competitive pricing, a safe working environment, and delivering quality work within a reasonable time frame.

To date, Mor-Wil, LLC has no claims on work-related injuries andholds a .95 rating for its Workers Compensation Insurance.

No litigations are pending and will comply with any background checks as required.

As prime contractor Mor-Wil, L.L.C takes part in small and large projects. While implementing project management services to organize specialized trades for commercial and government developments. At the same time, Mor-Wil, L.L.C 's staff is on hand to respond to any immediate drawbacks and to ensure we stay on budget. Using specialized systems and up to date technology Mor-Wil, L.L.C commits to fulfill their client's needs.

Mor-Wi, L.L. C strives to give its clients a pleasant experience by

- Being in constant communication
- Meeting the project's objective
- Tracking the project progress and fine-tuning deviations
- Supervising closely the quality of the work provided

Education

Graduated from Mexico State University
CPA courses

Fields of Proficiency

Cost Control
Strategic Planning
Staff Development
Quality Assurance
Team Leadership
Project Management

Government Experience

Hidalgo County Drainage District
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility
Mission Redevelopment Authority
Hidalgo County Urban County Program
Hidalgo County Precinct No. 3
East Rio Hondo Water Systems

Prisciliano Gracia Gracia General Manager

Mr. Gracia Gracia brings 34 years of cost control and management experience to Mor-Wil, L.L.C. As owner and general manager, his decisions made Mor-Wil, L.L.C a prime contender in government projects as well as small industries. As a leader, he has brought together a strong team to meet his client's expectations.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex

Education

University of Texas Brownsville
Business Management Courses

Fields of Proficiency

Project Management
Site Planning
Budgeting
Scheduling
Staffing
Organizing
Team Management

Government Experience

Hidalgo County Drainage District
Hidalgo County Precinct No. 3
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
East Rio Hondo Water Systems
International Boundary & Water Commission

Albert Garza III Assistant General Manager

Mr. Garza has 20 years of management experience. Mr. Garza oversees the day to day operations of Mor-Wil, L.L.C. Mr. Garza oversees staffing, scheduling, planning, and budgeting. During his time with Mor-Wi, L.L.C Albert Garza III has used his problem-solving skills and management experience to ensure the company follows through its commitment to our clients.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex
- International Boundary & Water Commission
  Leeve Rehabilitation Project
- Phillips & Jordan Construction
  Levee Project 23rd St.-McAllen, Texas

Completed Projects

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation & Concrete Lining of Drainage Canal
Contract Value $570,302

Cameron County
Job: Drain "A" Widening Drainage Improvements
Excavation of Canal to Widen Flowline
Architect: Brown, Leal & Associates (956) 428-4014
Contract Value: $200,421
Completed: July 2016

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956)381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12 in force main.
Contract Value: $1,235,213

Aqua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal, & Associates (956)428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: $230,634
Completed: August 2018

Hidalgo County Precinct NO. 3 (Urban County Program)
Job: Penitas Drain Phase II
Engineer: Javier Hinojosa Engineering (956)668-1588
Scope: Flood Drainage Improvements known as the "Penitas Drain Phase II"
Contract Value: $2,115,179
Completed

Completed

October 2015

Project ContractValue

$1,336,252

Engineer

SWG Engineering
Alfonso A Gonzalez P.E.
(956) 968-2194

Completed Projects



Drainage Improvements for the AN47 Drainage Canal at the Evans & Wilson Crossings

Client:

City of La Feria
(956) 797-1898

Work Scope: Convert four 60" Drain Pipes into one 30" pipe on Evans Canal and a 60" pipe on Wilson Canal

- Excavate 300 LF
- Concrete Lining of Drainage Canal
- Install 250 LF of 60" Steel Pipe
- Install 213 LF 30" Steel Pipe
- Install Concrete Support Structures
- Install and Concrete incase 30' Soil Nails
- Erosion Control
- Drainage

This project was one of the most difficult and unique jobs that Mor- Wil, L.L. C encountered. During construction, we identified a situation with the subgrade where it was determined 30' soil nails need to be installed. We had to completely dewater the drainage canal to install them. At the end Mor-Wil, L.L.C finalized and provided a satisfactory service to the client.

Completed Projects

Project: Mercedes Lateral-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro Mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

July 2017

Project Contract Value

$694,289

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects

Project: South Mercedes Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

August 2017

Project Contract Value

$809,988

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed

August 2017

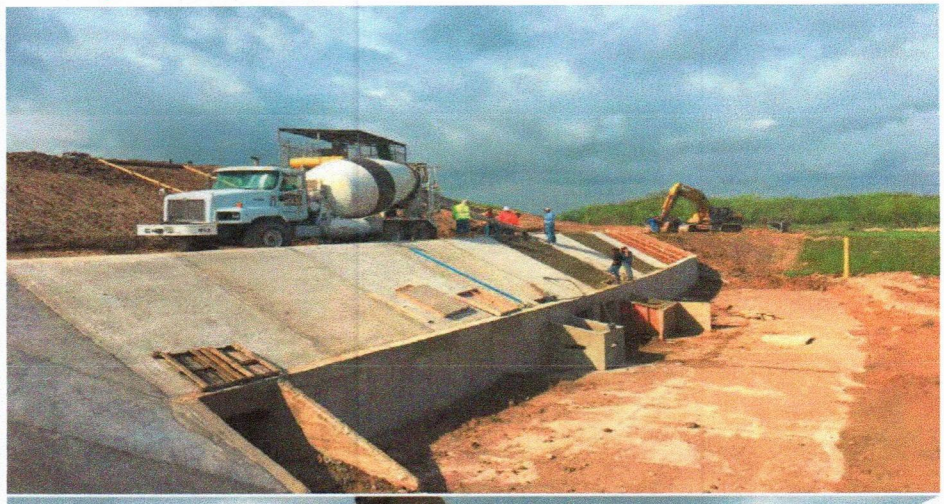
Project ContractValue

$1,042,226

Engineer

TEDSI Infrastructure
Mark D. Corbitt, P.E.
Project Manager (956) 424-7898

Completed Projects





Site work, Utilities, and Parking

Drainage Improvements Project East Donna Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1
(956) 292-7080

Work Scope:

- Install Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 16" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation

Completed Projects Continued

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation and Concrete lining of Drainage Canal
Contract Value: $570,302
Completed:

City of La Feria
Job: Tio Cano Water Shed Relief via The Wilson Canal
90' Cast-in-Place 10x5 Concrete Box and 4200LF of 36" RCP
Engineer: SWG Engineering, LLC (956) 968-2194
Contract Value: 1,253,978
Completed: November 2017

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956) 381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12-inch force main.
Contract Value: 1,235,213
Completed: April 2018

Agua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal & Associates (956) 428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: 230,634
Completed: August 2018

Hidalgo County Precinct No. 3 (Urban County Program)
Job: Peñitas Drain Phase II
Engineer: Javier Hinojosa, P.E. (956)668-1588
Scope: 1,464 LF of an 8'X6' concrete box & 552 LF of a 10'x5' concrete box, removal and Replacement of 100 LF existing canal, excavation of 21,000 CY of a ditch, 380 LF of RC pipe, Encasing of fiber optics, installation of a steel casing around sewer line, driveway repair, installation of down drain and wing walls, installation of gate inlet and removal of 300 LF of existing culvertt, installation of 7,000 SY of concrete rip rap and 5,000 SF of rock rip rap
Contract Value: $2,115,179
Completed: November 2018

Completed Projects Continued

City of Mission

Job: Anzalduas Highway Wastewater and Water Truck lines Phase 2

Architect: Halff Associates, Inc. Raul Garcia Jr., P.E. (956)664-0286

Scope: 16,182 LF 12" waterline, 11,412 LF 16" waterline; 8,8664 LF 12" sewer line, 5,231 LF 15" sewer line, 4,069 LF 21" sewer line, 43 48" fiberglass manholes, 42 fire hydrants, 190 LF 24" steel bore casing, 60 LF 30" steel bore casing, 156 LF 26" steel bore casing, 449 LF 21" steel bore casing & 421 SY of asphalt

Contract Value: $3,814,448

Completed: February 2019

Military Road Crossing-2018 Bond Referendum Project #13

Client: Hidalgo County Drainage District No. 1

Contract Value: $200,322.50

Engineer: L&G Consulting

Engineers, Inc.

Completed: January 2020

Chaparral Drain Extension Improvements (60 inch RCP Jack and Bore Dona Irrigation Crossing)

Client: Hidalgo County Drainage District No. 1

Contract Value: $145,757.63

Engineer: Hidalgo County Drainage District No.1 Jose Noe Saldivar, P.E.,C.F.M

Completed: April 2020

Agua SUD's Palmview Wastewater Conveyance System & Force Main

Client: Agua Specialty Utility District

Contract Value: 5,000,000

Percent Completed: 100%

Engineer: S&B Infrastructure, Ltd.

Completed Projects Continued

Pharr-McAllen Drain Improvements-2018 Bond Referendum Project #31
Client: Hidalgo County Drainage District No. 1
Contract Value: 654,951
Percent Completed:o 1 o o %
Engineer: L&G Consulting Engineers, Inc.
Davie A. Saenz, P.E., C.F.M
(956)583-7117

Hidalgo Drain & Dicker Rod Box Culvert Crossing

Client: Hidalgo County Drainage District No. 1
Contract Value: $461,346.62
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080

Hidalgo County – GLO 2015 Floods Grant 18-271-000-A923

Client: Hidalgo County – Urban County Program
Contract Value: $1,195,327.83
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

December 14, 2018

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542

RE: Reference letter for Mor-Wil, L.L.C.

To Whom It May Concern:

I am writing this reference letter to express sincere gratitude toward Mor-Wil, L.L.C. regarding the Schunior Drain Ditch Improvements and Penitas Drain Phase II project constructed for the Hidalgo County Drainage District No. 1 (HCDD No. 1). Mor-Wil, L.L.C. was supportive and professional throughout the projects. Project submittals were provided in a timely and efficient manner. The change orders that were required for the project were priced fairly and required minimal negotiations. They worked on schedule and addressed any punch list items for the projects expeditiously.

Due to the cooperation professional attention and work–ethic Mor-Wil, L.L.C. demonstrated on these projects, we recommend them for any future projects.

If you have any questions, please feel free to give me a call at 956-292-7080.

Sincerely,
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Noe Saldivar, P.E., CFM
District Engineer III

12/14/18

C: Raul E. Sesin, P.E., CFM, District General Manager

Letter of Recommendation

Public Works Department

July 31, 2017

City of Mission
2801 N. Holland
Mission, Tx 78574

RE: Reference Letter

To whom it may concern:

I am writing this reference letter at the request of Mor-Wil, LLC, with respect to a Sanitary Sewer Project Construction with the City of Mission. Mor-Wil, LLC was cooperative and professional throughout the project. Change Orders were fairly priced and turned in with related material for documentation. They have been working on schedule and have address up-to-date outstanding punch list items in project.

Due to the cooperation and professional attention and the work Mor-Will, LLC has delivered we recommend them.

If you have any questions, please feel free to give me a call at (956) 580-8780.

Sincerely,

Roberto Salinas, P.E.
City of Mission
Public Works Director

2801 N. Holland • Mission, Texas 78574 • (956) 580-8780 • Fax: (956) 580-8782

Letter of Recommendation

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

May 13, 2016

Re: Letter of recommendation

To whom it may concern:

Mor-Wil has performed work for the city of La Feria. They have been able to complete the projects in a satisfactory and timely manner.

If you have any questions, please give me a call at (956)968-2194.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

Alfonso A. Gonzalez, P.E

AAG:cdz

Letter of Recommendation

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA
TBPE Firm # F-1435
TBPLS # 10096900

April 4, 2017

To Whom It May Concern:

I had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service that they provided.

Throughout the course of the project I felt Mr. Garza was a consummate professional. He was accurate in his initial assessment of the scale and cost of our project.

Our job was done with care a precision. In addition he and his assistants never left the worksite in disarray. They regularly visited the jobsite to help coordinate any required field changes as they were discovered so that design intent was upheld while ensuring that our construction schedule was never compromised.

The cooperation and collaboration Mr. Garza brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved, and a successful end result. I look forward to the opportunity to work with Mor-Wil, LLC again.

Sincerely,

Mario A. Reyna
Vice-President

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	**CONTACT NAME:** Mindy Rivera **PHONE (A/C, No, Ext):** (956) 565-2481 **FAX (A/C, No):** (956) 565-2733 **E-MAIL ADDRESS:** mindy@mcafeeagency.com
INSURED MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** General Security Indemnity Co. of Arizona **INSURER B :** National Liability & Fire Ins. Co. **INSURER C :** United Specialty Insurance Company **INSURER D :** Texas Mutual Ins. Co. — 22945 **INSURER E :** Fortegra Specialty Ins. Co. **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Certificate of Insurance

Project References

Roberto Salinas, P.E.
Public Works Director
City Of Mission
(956) 580-8780

Mario Reyna, P.E.
Assistant Project Manager
Melden & Hunt
(956) 500-2734

Raul Sesin
General Manager
Hidalgo County Drainage Dist. 1
(956) 292-7080

Repeated Customers

City of La Feria
(956) 797-1898

City of Mission
(956) 580-8650

Hidalgo County Drainage District 1
(956) 292-7080

Cameron County
Drainage District #5
(956) 423-6411

Administration Contacts

Belinda Sanchez
Administrative Manager
(979) 324-6949
www.admin@mor-wil.com

Bonding Company

MERCHANTS BONDING COMPANY
800-678-8171

Agent

Magda E. Escandon
321 W 2nd St, Mercedes, TX 78570
(956) 565-2481

Mor-Wil, L.L.C

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78872
(956) 456-0628
www.mor-wil.com

360 TRAINING™

CERTIFICATE OF COMPLETION

This certifies that

Belinda Padilla Sanchez

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	05/25/2023

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0083906

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

IBC

February 10, 2022

From: John Michael Ortega – First Vice President

Re: Mor Wil LLC (Prisciliano Gracia Gracia)

To Whom It May Concern:

I understand Mr. Gracia is being asked to provide a letter of reference and as such, I am pleased to provide the following information. IBC has had a strong banking relationship with Mr. Gracia and his related entities for more than 20 years. IBC has financed numerous projects for Mr. Gracia and have a high regard for his reputation as a businessperson. We value our banking relationship with Mr. Gracia.

Should you have any questions, please do not hesitate to call me at (956) 632-3514.

Sincerely,

John Michael Ortega
First Vice President, Commercial Lending
IBC Bank – McAllen

CC: Adrian Villarreal

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

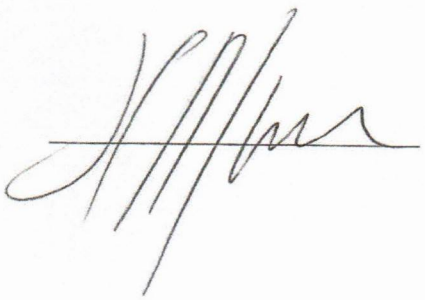
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid)

Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 12th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Improving Drainage for South Park and the area bounded by S. Veterans Blvd to the East E. Park Dr. to the North s Closner Blvd to the West and E. Freddy Gonzalez Dr. to the South

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: _____

Mor-Wil, LLC
Principal

By A. garza

Attest: _____

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S SHARY RD, STE 5 PMB 274 Mission, Texas 78572		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	April 2005	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$Any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10	360 Training	N/A
OSHA 30	360 Training	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES
	Iowa 50306-3498

Physical Address (principal place of business):	McAfee Insurance Agency		
	321 W 2nd		
	Mercedes, Tx 78570		
Phone (main):	9565652481	Phone (claims):	800-678-8171

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		See attached	
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☑ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	70
Estimate of revenue for the current year:	$18,000,000.00
Estimate of revenue for the previous year:	16,200,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A.garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address: 808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A– Current Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County Drainage District No1		Project Name	South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34	
General Description of Project					
Project Cost	$1,748,494.00		Date Project	9/2/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Yvette Barrera PM	Engineer	HCDD#1	956-292-7080	"Barrera, Yvette" <yvette.barrera@hcdd1.org>
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Project Owner	Hidalgo County Drainage District No1		Project Name	SOUTH I RD WEST SIDE DRAIANGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	
General Description of Project					
Project Cost	$1,204,334.50		Date Project	03/03/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Roger Balandran	Engineer	HCDD#1	956-292-7080	
Construction Manager	Jose Noe Saldivar PE CEM	Engineer	B2Z ENGINEERING, LLC		NoeS@b2zeng.com

Project Owner	Hidalgo County		Project Name	North Main Drain III Phase II Existing Drainage Ditch Improvements	
General Description of Project					
Project Cost	$ 2,399,741.27		Date Project	9/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Jose Noe Saldivar PE CEM	Engineer	HCDD#1	956-292-7080	NoeS@b2zeng.com
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Schedule B– Previous Experience with Similar Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County		Project Name	Howhn Stormwater	
General Description of Project					
Project Cost	$615,171.07		Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Construction Manager			HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>

Project Owner	Hidalgo County Drainage District No1		Project Name	MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	
General Description of Project					
Project Cost	2,944,083.76		Date Project	10/19/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Solveig Klassen	Engineer	HALFF ASSOCIATES, INC		sKlassen@halff.com
Construction Manager					

Project Owner	See attached		Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual		Albert Garza	
Years of experience as project manager		18 + years	
Years of experience with this organization		18 years	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		15+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		25%	2/24/2024
MID VALLEY AIRPORT-IBWC DITCH 18B DRAINAGE IMPROVEMENTS 2018 BOND REFERENDUM PROJECT NO 19		25%	12/21/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	City of Mission PE
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Albert Garza	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Belinda Sanchez	
Years of experience as project manager		7	
Years of experience with this organization		5	
Number of similar projects as project manager		5	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
North Main Drain III Phase II Existing Drainage Ditch Improvements		15%	1/25/2024
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		10%	2/24/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	Engineer
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Benito Rodriguez	
Years of experience as project superintendent		25 years	
Years of experience with this organization		5	
Number of similar projects as project superintendent		2	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Y Drain		30%	3/16/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Omar Anzaldua Jr	Name	
Title/Position	Engineer	Title/Position	
Organization	HCDD#1	Organization	
Telephone	956-292-7080	Telephone	
Email	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Completed Projects	Owner	Design Enginner	Contract I	Type of Work	Orignal Cost
HCRMA UTILITES MOVE	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509		**7/11/2022**	Drainage Development	**$ 1,207,420.10**
TULIP (ML06m)	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	B2Z Enginnering	**11/21/2022**	Drainage Development	**$ 1,818,646.32**
HOEHN STORMWATER PROJECT	Hidlago County	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**12/5/2022**	Drainage Development	**$ 615,171.07**
J-08 Drain Improvements - 2018 Bond Referendum	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/19/2022**	Drainage Development	**$ 1,465,141.51**
MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**10/19/2020**	Drainage Development	**$ 2,944,083.76**
MILE 9 N & FM 1015 PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**3/16/2021**	Drainage Development	**$ 1,217,121.18**
Cesar Chavez & Texan Road, Canton Rd & Tower Rd and Iowa Rd Drainage Areas	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/12/2021**	**Drainage Development**	**$ 1,714,938.78**
K-07-02 Drain Improvements	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	B2Z Enginnering	3-Dec-21	Drainage Development	$ 797,639.50
Anaquitas Drain Structrue (proposed additional 2 10'x8' boxes with Gate Structures - 2018 Bond Referendum Project #8	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	16-Dec-21	Drainage Development	$ 1,497,200.19
Hidaglo County - urban County Program City of Hidalgo Flood Drainage Improvemtns (Old Townsite)	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	13-May-21	Drainage Development	$ 805,757.75
cameron County Drainage District No 5. North Main Drain Channel Linning 2018	Cameron County Drainge District No 5	Moore Land Sureying, LLC	26-Apr-21	Drainage Development	$ 2,246,699.32
City of Alton Trosper Road Detention Facility	City of Alton 416 South Alton BLVD Alton TX 956-432-0760	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	10-Mar-21	Detention Pond	$ 211,087.50
Ditch 47 & Ditch 350 Improvements (Mile 6 1/2 Crossing, Mile 10 N Crossing, Irrigation Canal Crossing, & Mile 9 N. Crossing)"	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	18-Dec-20	Irrigation Canal Improvements	$ 320,145.84
Cameron County Drainage District No. 5 - 2020 NRCS EWP Erosion Repairs	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	13-Nov-20	Flood Drainage Improvements	$ 1,500,742.85

Sunflower Drain - 2018 Bond Referendum Project #36	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	15-Sep-20	Flood Drainage Improvements	$ 988,803.19
PD Lateral (Phase II) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	10-Sep-20	Irrigation Canal Improvements	$ 1,687,658.89
Las Milpas - Hidlago Park Estates	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	4-Aug-20	Irrigation Canal Improvements	$ 697,085.69
PD Lateral (Phase I) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	20-Jul-20	Irrigation Canal Improvements	$ 2,417,679.61
South Conway Lift Station Sanitary Sewer & Water Line Improvemtns Betwwen US 83 and Military RD	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	12-Mar-20	Swere line Improvments	$ 2,326,579.41
Hidalgo Drain & Dicker Road Box Culvert Crossing	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	11-Feb-20	Box Culvert	$ 494,718.55
Hidalgo Couty - GLO 2015 Floods Gran 18-271-000-A923	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	27-Jan-20	Flood Drainage Improvements	$ 1,209,772.65
Hidalgo County Precinct NO. 4 JO9 Phase IV Rural Drainage Development 2012 Bond Project	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	3-Dec-19	Drainage Development	$ 1,013,662.67
Bentsen Palm Dev. Sanitary Sewer Improvemtns Phase II	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Dec-19	Swere line Improvments	$ 644,077.54
Chapparral Drain Extension Improvemtns (60 inch RCP Jack & Bore- Donna Irrigation Crossing)	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	22-Oct-19	Flood Drainage Improvements	$ 177,697.31
Hidlago Drain (Military Raod Crossing) - 2018 Bond Referendum Project #13	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Samuel D Maldonado PE RPLS SAM Engineering and Surveying McAllen TX 956-702-8880	23-Sep-19	Drainage Development	$ 248,397.50
Santa Maia ISD Workshop Facility Park Lots Drainage Improvemts Ect	Santa Maria ISD PO BOX 448 Santa Maria TX 78592 956-565-6308	Gignac & Associates LLC 956-365-4820	21-May-19	Workshop Facility, Parking Lots Drainage Improvements	$ 1,739,514.00
City of Mission Anzalduas Highway Wastewater and Water Truck Lines Phase 2	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Raul Garcia JR PE Halff Associates Inc 956-664-0286	1-Feb-19	Swere line Improvments	$ 3,865,565.93
Pharr - McAllen Drain Improvemtnts - 2018 Bond Referendum Project #31	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	L&G Consulting Engineers 956-565-9813	9-Jan-19	Flood Drainage Improvements	$ 815,041.38

Agua SUD's Palmview Wastewater Collection System Main Lift Station & Force main Convyance System	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	M2 Engineering PLLC 1810 E Griffin Parkway Mission TX 956-600-8628	1-Dec-18	LiftStation	$ 7,317,450.74
Penitas Drain Phase II	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	1-Nov-18	Drain Improvmetns	$ 2,115,179.00
US 83 Route Relife Utility Relocaton	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	1-Aug-18	12" WaterLine and 20" Steel Casing	$ 230,634.00
Benstsen Palm Lift Station Breyfogle	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Apr-18	Lift Station	$ 1,235,213.00
Tio Cano Water Shed Relief Via The Vilson Canal	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261	SWG Engineering LLC 956-968-2194	1-Nov-17	Cas IN Place	$ 1,213,861.00
East Donna Drainage Improvemtns	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 1,042,226.00
Drainage Improvements South Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 814,038.30
Drainage Improvements Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 707,789.13
Drain "E" & E1 Channel Lininning Phase III	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	9-Jul-15	Excavation & Concrete Linning of Drainage canal	$ 570,302.00
Drainage Improvemtns for AN47 Drainage Canal At the Evans & Wilson Crossing	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261		7-Jul-15	Drain Improvmetns	$ 1,336,252.00
Shunior Drain Ditch -Val Verde Rd					$ 325,993.00
San Vicente Wastewater Collection System					$ 260,649.00
San Benito Dialysis Center					$ 356,000.00
Lift Station 45 Relocatin					$ 404,226.00
Keppel AmFels Waterline Relocation					$ 446,709.00
Jones Box Park Improvements					$ 589,465.00
Drain "A" Widening Drainage Improvements Phase II					$ 2,499.21
Anzalduas Highway Wastewater & Water Trunklines Phase 2					$ 3,875,266.00

Contracts on hand	End Date	Contract $	Owner
Drainage Area Improvements for Y Drain PhI, Tower Road between Rogers and Monte Cristo & Curry Drain and Valverd	1/26/2024	$ 628,815.00	HCDD#1
Glasscock (ML06n) Drainage Improvements	12/27/2023	$ 3,712,513.56	City of Mission
Weslaco Drain Improvement (proposed Additional 10'X10' Box with Gate Structure)"	12/21/2023	$ 454,974.00	HCDD#1
MILE 9 AND FM 1015 - PACKAGE 1B IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT #24	10/21/2023	$ 4,377,859.47	HCDD#1
SOUTH LATERAL DRAIN STRUCTURE - IBWC#23AL: - 2018 BOND REFERENDUM PROJECT NO 34	12/26/2023	$ 1,717,694.00	HCDD#1
MID VALLEY AIRPORT - IBWC DITCH 18 B DRAINAGE IMPROVEMENTS 2018 REFERENDUM PROJECT NO 33	12/21/2023	$ 1,309,757.75	HCDD#1
WILLAMAR DRAIN DITCH IMPROVEMENTS SOUTH OF SAN PERLITA, TEXAS FLOOD MITIGATION	3/23/2024	$ 1,029,166.17	Willacy County
SOUTH "I" RD. USIBWC STRUCTURE 82L - DRAINAGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	4/27/2024	$ 1,204,334.50	HCDD#1
		$ 14,435,114.45	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23

Albert Garza
Name of Bidder

A. Garza
Signature of Bidder

Authorized Signatory of Mor-Wil, L.L.C.
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Blue Cat Rantals		956-464-0123

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	Ferguson Waterworks
	1900 W. Expressway 83, Mission, Texas 78572
	T: (956) 584-8199 C:(956) 703-2131
	E: david.aguirre2@ferguson.com

BIDDER

Executed this: 12 Day of : December 20. 23

By: Albert Garza

BIDDER

Title: Authorized Signatory a. garza

NOTARY PUBLIC

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December 2023

Alejandro Sanchez NOTARY PUBLIC

END OF SECTION

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

COMPACTORS



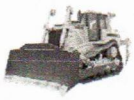
EXCAVATORS



BACKHOE LOADERS



BULLDOZERS



MOTOR GRADERS



956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

PARTS / ATTACHMENTS



WATER TRUCKS



BRUSH & WOOD WASTE



ENVIRONMENTAL SOLUTIONS

BLUECAT
ENVIRONMENTAL SOLUTIONS DIVISION

Newsletter

By subscribing to our company newsletter you will always be up-to-date on our latest promotions, deals and vehicle inventory!

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

Financing Calculator

Cost of Vehicle ($):	10000
Down Payment ($):	1000
Annual Interest Rate (%):	7
Term of Loan in Years:	5
Frequency of Payments:	Bi-Weekly

Calculate My Payment

NUMBER OF PAYMENTS:	130
PAYMENT AMOUNT:	$82

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Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

CITY OF EDINBURG NON-BRIBERY MODEL FORM

12/12/2023
Mor-Wil,LLC
Albert Graza
808 S. Shary Rd Ste 5 PMB 274
Mission Tx 78572

Dear [*Name of Owner*] :

The undersigned party certifies that [*Mor-Wil,LLC*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Albert Garza
Printed name
A.Garza
Signature
Authorized Signature
Position in bidding company
12/12/2023
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Albert Garza *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Authorized Signatory	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**
Bond Bond Amount: **[Amount]** Date of Bond: **[Date]** *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 18	

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Albert Garza *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Authorized Signatory	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A.Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: Feburary 11, 2024
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture: N/A

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274, Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza
[Typed Name and Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC
[Typed Name of Company:]

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
[Typed Name & Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

THE CITY OF Edinburg

RFP 2024-006 Doolittle Detention Pond

Opening Date: Tuesday, December 12, 2023 at 3:00 p.m.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score
Gonzalez Engineering & Management, LLC	90	83	83	85	85.25
MOR-WIL, LLC	77.7	86.7	93.7	91.7	87.45
RBM Contractors, LLC	88	83	88	96	88.75
RG Enterprises	88.3	82.3	83.3	86.3	85.05

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and RBM Contractors, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The project consists of improving drainage for South Park and the area bounded by S. Veterans Blvd. to the east, E. Park Dr. to the north, S. Closner Blvd. to the west, and E. Freddy Gonzalez Dr. to the south. The Project will provide additional detention volume and increase drainage conveyance capacity within the storm sewer system.**

1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2024-006 Doolittle Detention Pond**

ENGINEER

3.01 The Owner has retained **Quintanilla, Headley, and Associates, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Eulalio Ramirez, P.E.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 15, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 29, 2025.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestone 1: Detention Pond. Section on detention ponds to be completed within 90 calendar days from the section date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

Milestone 2: Freddy Gonzalez Drive West. Section on Freddy Gonzalez Road to be completed within 90 calendar days from the section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to contractor by Owner in a section to proceed.

Milestone 3: Freddy Gonzalez Drive/ S. Veterans Crossing. Section crossing Freddy Gonzalez Road and Veterans Road intersection to be completed by within 90 calendar days from the section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

Milestone 4: Baker Drive. Section on Baker Street to be completed within 90 calendar days from the section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

Milestone 5: 16th Avenue. Section on 16th Street to be completed within 90 calendar days from the section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a section to proceed.

Milestone 6: Ebony Lane and 13th Avenue. Section on Ebony Street along with 13th Street to be completed within 90 calendar days from the section start date. The section start date shall be the earlier of the first day on which work for the section begins or the date provided to Contractor by Owner in a notice to proceed.

The milestones imply the streets are substantially completed and open to traffic. Milestones can be requested by the selected contractor to be reordered with the approval of City Engineer and Engineer of Record.4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof,

Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**600.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial

Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. 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).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	Cut and Repair 4" Waterline (4" repair coupling 4-45º P.V.C. Bends, 4" P.V.C. DR-18 Pipe)	EA	12	$4,525.75	$54,309.00
2	Cut and Repair 8" Waterline (8" repair coupling 4-45º P.V.C. Bends, 8" P.V.C. DR-18 Pipe)	EA	17	$6,419.75	$109,135.75
3	Cut and Repair 16" Waterline (10" repair coupling 4-45º P.V.C. Bends, 16" P.V.C. DR-18 Pipe)	EA	6	$12,685.95	$76,115.70
4	Cut and Repair 10" Waterline (10" repair coupling 4-45º P.V.C. Bends, 10" Waterline DR-18)	EA	3	$8,950.00	$26,850.00
5	Cut and Repair 12" Waterline (12" repair coupling 4-45º P.V.C. Bends, 12" P.V.C. DR-18 Waterline)	EA	5	$11,001.62	$55,008.10

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
6	Cut & Repair Asphalt	SY	10000	$28.95	$289,500.00
7	Curb & Gutter	LF	400	$14.39	$5,756.00
8	Remove & Dispose Concrete Headwall	EA	1	$1,760.77	$1,760.77
9	Cut & Repair Handicap Ramp	EA	18	$2,595.00	$46,710.00
10	Cut & Dispose Curb & Gutter	LF	800	$4.40	$3,520.00
11	Cut & Repair Valley Gutter	LF	240	$53.86	$12,926.40
12	Cut & Repair Sidewalk	LF	500	$22.85	$11,425.00
13	18" R.R.G.C.P.	LF	2220	$54.50	$120,990.00
14	24" R.R.G.C.P.	LF	750	$69.75	$52,312.50
15	30" R.R.G.C.P.	LF	955	$100.95	$96,407.25
16	36" R.R.G.C.P.	LF	1744	$142.95	$249,304.80
17	42" R.R.G.C.P.	LF	766	$185.43	$142,039.38
18	48" R.R.G.C.P.	LF	2780	$215.85	$600,063.00
19	Manhole	EA	45	$5,995.00	$269,775.00
20	Type "A" Inlet	EA	68	$4,550.63	$309,442.84
21	48" Concrete Headwall	EA	2	$3,500.00	$7,000.00
22	Tie Into Exist Type "A" Inlet	EA	3	$1,998.55	$5,995.65
23	Remove & Dispose Exist Type "CC" Inlet	EA	25	$914.05	$22,851.25
24	Backfill & Compaction	LF	9215	$7.95	$73,259.25
25	Trench Protection	LF	9215	$7.31	$67,361.65
26	Traffic Control	LS	1	$21,985.65	$21,985.65
27	Excavate Pond	CY	8600	$3.52	$30,272.00
28	Haul Off Dirt	CY	8600	$4.95	$42,570.00
29	24" Concrete Headwall	EA	3	$2,595.00	$7,785.00
30	36" Concrete Headwall	EA	2	$3,125.00	$6,250.00
31	Existing Stormline (Crush in Place)	LF	2500	$14.09	$35,225.00
32	Remove Canopy with Bench	EA	7	$1,217.51	$8,522.57
33	Clean Drain Ditch (Both Sides)	LF	840	$7.04	$5,913.60
34	Remove & Dispose 60" RCP, Cut & Level Drain Ditch, Dispose Dirt	LS	1	$4,575.00	$4,575.00
35	End of Road Permanent Barricade	EA	4	$426.13	$1,704.52

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
36	Conflict Box Structure on Irrigation Line	EA	8	$8,995.25	$71,962.00
37	Erosion Control Plan	LS	1	$4,261.29	$4,261.29
38	Remove and Dispose Type "A" Inlet	EA	9	$914.05	$8,226.45
39	Excavate and Haul off extra Dirt	CY	9800	$7.50	$73,500.00
40	Remove and Dispose Manhole	EA	9	$914.05	$8,226.45
41	Conflict Box Structure on 6" Sewer line (Cut and Repair 6" Sanitary Sewer Line (6" repair coupling, 12" P.V.C. Casing)	EA	5	$9,975.50	$49,877.50
42	Conflict Box Structure on 8" Sewer line (Cut and Repair 8" Sanitary Sewer Line (8" repair coupling, 16" P.V.C. Casing)	EA	4	$10,175.25	$40,701.00
43	Conflict Box Structure on 10" Sewer line (Cut and Repair 10" Sanitary Sewer Line (10" repair coupling, 21" P.V.C. Casing)	EA	2	$10,450.10	$20,900.20
44	Conflict Box Structure on 18" Sewer line (Cut and Repair 18" Sanitary Sewer Line (18" repair coupling, 36" P.V.C. Casing)	EA	2	$11,127.65	$22,255.30
45	Owner's Allowance	LS	1	$150,000.00	$150,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$4,865,199.33

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**3,324,532.82**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage); and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **317** sheets with each sheet bearing the following general title: **Alberta Road Reconstruction Phase II**.

7. Addenda (numbers **1** to **2**, inclusive).

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that

have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:

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; and

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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

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

This Agreement will be effective on **June** _____**, 2023** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

RBM Contractors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **(RBM Contractors, LLC)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

License No.: _____
(where applicable)

State: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless 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.

18.09 *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.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

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The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 “or otherwise resolve the claim by arbitration or other dispute resolution proceeding.”

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

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2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$100,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$100,000.00
Each employee	$100,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

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a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$500,000.00
Products—Completed Operations Aggregate	$100,000.00
Personal and Advertising Injury	$250,000.00
Bodily Injury and Property Damage—Each Occurrence	$500,000.00

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J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$100,000.00
Each Accident	$500,000.00
Property Damage	
Each Accident	$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$250,000.00
General Aggregate	$500,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$100,000.00
General Aggregate	$100,000.00

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N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays**.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

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SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

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b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

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provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

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directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

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any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.E.
RFP No. 2024-007 Schunior Detention Pond Phase 3

1. **Agenda Item:**
Consider Awarding RFP No. 2024-007, Schunior Detention Pond Phase 3 to MOR-WIL, LLC for an Amount Not to Exceed $496,242.85 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**
Schunior Detention Pond is part of the 2018 General Bond Election. Phases 1 and 2 have been completed. This is the final phase of the Schunior Detention Pond. The project consists on building a drainage structure around City's raw water line downstream of the Schunior Detention Pond, recently constructed. The project includes excavation, grading, drainage structures and dewatering per Engineering Plans and Specifications prepared by SAMES, Inc. The project is anticipated to be substantially complete within 90 calendar days from Notice to Proceed.

On December 12, 2023, Request for Proposals (RFP) were opened for RFP 2024-007, Schunior Detention Pond Phase 3 to MOR-WIL, LLC. Four (4) RFP's were received and evaluated. The ranking committee consisted of the Assistant City Manager, City Engineer, City Project Engineer, and Engineer of Record. After review and tabulation, staff recommends awarding the proposal to MOR-WIL, LLC.

Below is the list of contractors who responded to the request for proposals:
Gonzalez Enterprises, LLC
MOR-WIL, LLC
RBM Contractors, LLC
RDH Site and Company

Please note MOR-WIL, LLC has not had a project in the City of Edinburg in recent years. However, they did include positive reference letters from 5 different entities/firms.

Project is within budget. Funding amount is available through the 2019 Bond Series.

3. **Staff's Recommendation:**
Approve Awarding Awarding RFP No. 2024-007, Schunior Detention Pond Phase 3 to MOR-WIL, LLC for an Amount Not to Exceed $496,242.85 and Authorize the City Manager to Enter Into a Professional Services Contract and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Mardoqueo Hinojosa, City Engineer
Ascencion Alonzo, Finance Director
Tomas Reyna, Assistant City Manager

Prepared by:
Roberto Hernandez,
Engineering Graphic Tech 1

Attachments:

A. Bid Tab-Schunior Detention Pond Phase 3
B. Gonzalez Enterprises Proposal
C. MOR-WILL Proposal
D. RBM Contractors Proposal
E. RDH Site and Company Proposal
F. Agreement - MOR-WIL

THE CITY OF Edinburg

RFP 2024-007 - Schunior Detention Pond Phase3

Opening Date: Tuesday, December 12, 2023 at 3:00 p.m.

				Gonzalez Enterprises, LLC		MOR-WIL, LLC		RBM Contractors, LLC		RDH Site and Company	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	1	LS	$10,150.00	$10,150.00	$13,800.00	$13,800.00	$15,588.51	$15,588.51	$10,000.00	$10,000.00
2	MOBILIZATION	1	LS	$36,250.00	$36,250.00	$13,800.00	$13,800.00	$6,783.29	$6,783.29	$5,000.00	$5,000.00
3	SILT FENCE	5549	LF	$4.57	$25,358.93	$3.45	$19,144.05	$2.79	$15,481.71	$3.00	$16,647.00
4	GRATE INLET PROTECTION	36	LF	$18.85	$678.60	$19.17	$690.12	$7.40	$266.40	$25.00	$900.00
5	CONSTRUCTION ENTRANCE	2	EA	$5,800.00	$11,600.00	$3,036.00	$6,072.00	$1,487.92	$2,975.84	$2,500.00	$5,000.00
6	SW3P	1	LS	$4,350.00	$4,350.00	$4,140.00	$4,140.00	$3,261.20	$3,261.20	$8,000.00	$8,000.00
7	DITCH EXCAVATION	2536	CY	$10.41	$26,399.76	$20.70	$52,495.20	$26.49	$67,178.64	$15.00	$38,040.00
8	STONE RIP RAP (6 INCH)	756	SF	$7.25	$5,481.00	$5.33	$4,029.48	$56.53	$42,736.68	$65.00	$49,140.00
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,984.50	$404,838.00	$828.00	$168,912.00	$1,232.34	$251,397.36	$1,050.00	$214,200.00
10	CONCRETE WEIR RIP RAP	80	CY	$1,326.68	$106,134.40	$517.50	$41,400.00	$1,800.42	$144,033.60	$600.00	$48,000.00
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$29,000.00	$29,000.00	$69,000.00	$69,000.00	$74,712.02	$74,712.02	$55,000.00	$55,000.00
12	32" RCP DEMO	100	LF	$29.00	$2,900.00	$27.60	$2,760.00	$663.33	$66,333.00	$35.00	$3,500.00
13	OWNER'S ALLOWANCE	1	LS	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
				$763,140.69		$496,242.85		$790,748.25		$553,427.00	

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-007

Schunior Detention Pond Phase 3

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Monday, December 18, 2023

Gonzalez Enterprises, LLC Proposal

CONTACT INFORMATION

Company:
Gonzalez Enterprises, LLC

Email:
nick@gonzalezenterprises.net

Contact:
Nicolas Gonzalez

Address:
3309 W. Alberta Rd.
Edinburg, TX 78539

Phone:
(956) 587-1971

Website:
N/A

Submission Date:
Dec 12, 2023 2:48 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Schunior_Detention_Pond_Phase_III_Bid_Proposal-_Gonzalez_Enterprises_LLC.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

COI-_Gonzalez_Enterprises_LLC.pdf

3. If you have any proprietary documents, please attach the redacted document here.

Document23.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HB_89-Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13-Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Affidavit-_Gonzalez_Enterprises_LLC.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts

that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Q-Gonzalez_Enterprises_LLC.pdf

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE REFERENCES IS REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

Document23.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Letters_of_Recommendation-_Gonzalez_Enterprises_LLC.pdf

PLEASE UPLOAD RESUMES FOR TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY. *
Resumes-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_Bond-Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidders_Qual-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATION AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Bidders_Experience-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Eq_and_Mat_Suppliers-_Gonzalez_Enteprrises_LLC.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery-_Gonzalez_Enterprises_LLC.pdf

PLEASE FILL OUT THE ATTACHED PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond_(1).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance-_Gonzalez_Enterprises_LLC.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

CCF_000523.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

CCF_000524.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	1	LS	$10,150.00	$10,150.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	MOBILIZATION	1	LS	$36,250.00	$36,250.00
3	SILT FENCE	5,549	LF	$4.57	$25,358.93
4	GRATE INLET PROTECTION	36	LF	$18.85	$678.60
5	CONSTRUCTION ENTRANCE	2	EA	$5,800.00	$11,600.00
6	SW3P	1	LS	$4,350.00	$4,350.00
7	DITCH EXCAVATION	2,536	CY	$10.41	$26,399.76
8	STONE RIP RAP (6 INCH)	756	SF	$7.25	$5,481.00
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,984.50	$404,838.00
10	CONCRETE WEIR RIP RAP	80	CY	$1,326.68	$106,134.40
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$29,000.00	$29,000.00
12	32" RCP DEMO	100	LF	$29.00	$2,900.00
TOTAL					**$663,140.69**

OWNER'S ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
TOTAL					**$100,000.00**

Owner	City of Edinburg
Project	Schunior Detention Pond Phase 3
Contractor	Gonzalez Enterprises, LLC

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL	1	LS	$10,150.00	$10,150.00
2	MOBILIZATION	1	LS	$36,250.00	$36,250.00
3	SILT FENCE	5549	LF	$4.57	$25,358.93
4	GRATE INLET PROTECTION	36	LF	$18.85	$678.60
5	CONSTRUCTION ENTRANCE	2	EA	$5,800.00	$11,600.00
6	SW3P	1	LS	$4,350.00	$4,350.00
7	DITCH EXCAVATION	2536	CY	$10.41	$26,399.76
8	STONE RIP RAP (6 INCH)	756	SF	$7.25	$5,481.00
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,984.50	$404,838.00
10	CONCRETE WEIR RIP RAP	80	CY	$1,326.68	$106,134.40
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$29,000.00	$29,000.00
12	32" RCP DEMO	100	LF	$29.00	$2,900.00
	Total				**$663,140.69**

Owner	City of Edinburg
Project	Schunior Detention Pond Phase 3
Contractor	Gonzalez Enterprises, LLC

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
	Total				**$100,000.00**

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gonzalez Enterprises, LLC
3309 W Alberta Rd.
Edinburg, TX 78539

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid ($ 5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
2024-007 Schunior Detention Pond Phase 3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

(Witness) Eli Gonzalez

(Witness) Luis Salinas, Witness

Gonzalez Enterprises, LLC
(Principal) *(Seal)*

(Title) Nicolas Gonzalez

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Yamilec Ramos, Attorney-in-Fact

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Init.

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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  No

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  No

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?
  No

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/11/2023

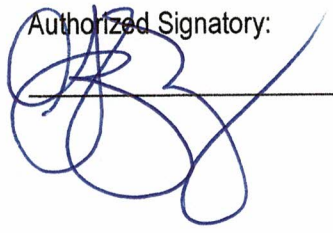
Company/Vendor Name:

Gonzalez Enterprises, LLC

Printed Name and Title:

Nicolas Gonzalez, Owner

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gonzalez Enterprises, LLC
(Full, correct legal name)

- Address: 3309 W. Alberta Rd.
  Edinburg, TX 78539
- Telephone/Fax: 956-587-1971
- Email address: nick@gonzalezenterprises.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3. Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? local office only- Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

7 (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 3 at office; 38 total

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Nicolas Gonzalez
Address: 3309 W. Alberta Rd. Edinburg, TX 78539
Telephone: 956-587-1971
Fax: _____
Email: nick@gonzalezenterprises.net

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
N/A
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

GONZALEZ ENTERPRISES, LLC

12/12/2023

Dear City of Edinburg:

The purpose of this disclosure is to inform the City of Edinburg of litigation between Gonzalez Enterprises, LLC and private entities.

1. Texas First Rentals vs Gonzalez Enterprises- litigation over rental equipment balance, judgement awarded to Texas First Rentals. The small balance due will be paid on or before January 31, 2024 Total Balance: $28,564.15
2. Innovative Block vs. Gonzalez Enterprises, LLC- litigation over disputed material. Gonzalez Enterprises, LLC claims that material was fraudulently ordered on the companies credit account. Gonzalez Enterprises, LLC did not have a contract or agreement for the project in question. No purchase order was issued, no request for material was issued, no invoices were provided, and no notices were received. Gonzalez Enterprises, LLC was served on 12/04/2023. Disputed material cost is $16,502.27

Thank you,

Nicolas Gonzalez
Project Executive
Gonzalez Enterprises, LLC

3309 W Alberta Rd. Edinburg, TX 78539
956-587-1971

HOUSE BILL 89 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of

Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

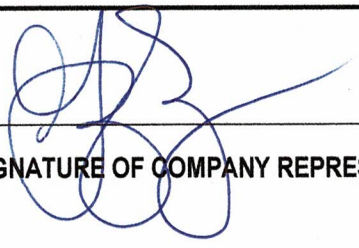
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of

Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of

Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

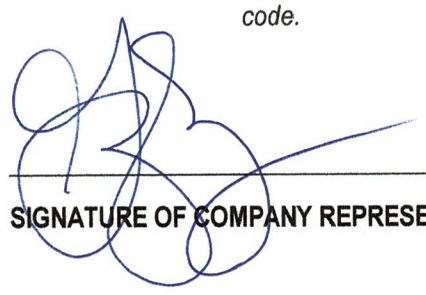
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Nicolas Gonzalez, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Gonzalez Enterprises, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 11 day of December 2023.

By: _____

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

Notary Public

01/25/2025

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Gonzalez Enterprises, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Gonzalez Enteprises, LLC has no conflicts of interest

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

D. WILSON CONSTRUCTION CO.

December 11, 2023

RE: Letter of Recommendation
Gonzalez Enterprises, Inc.
3309 W Alberta Rd
Edinburg, TX. 78539

To Whom It May Concern:

It is my absolute pleasure and privilege to recommend the services of Gonzalez Enterprises, Inc.

We have successfully accomplished many successful projects over the last fifteen years plus. With their professionalism, integrity, technical expertise and excellent communication, we continue to deliver top notch services and quality construction to our valued customers.

I have no reservations giving Gonzalez Enterprises, Inc. my highest recommendation. I am confident that they will perform with the highest standards in the industry.

Should you require more details, please do not hesitate to contact me.

Sincerely,

Ernest Trevino, Estimator/ Project Manager
D. WILSON CONSTRUCTION CO.

ENRIQUEZ CONSTRUCTION

07/29/2022

To Whom It May Concern:
The purpose of this letter is to speak to the performance of Gonzalez Enterprises, LLC regarding previous work history and performance. I have chosen to answer questions as they were asked of me. Please see the following list as reference where Gonzalez Enterprises, LLC was chosen as a subcontractor on my projects. The following list is not all inclusive.

1. PR100 Median, Boardwalk and Sidewalk Project (City of South Padre Island)
2. Tropical Texas Behavioral Health Ambulatory Center (Brownsville, TX)
3. PSJA New Swimming Facilities
    a. Memorial Early college High School (Alamo, TX)
    b. Early College High School (San Juan, TX)
4. Tropical Texas Behavioral Health Renovations and Additions (Edinburg, TX)
5. UTRGV Van Week Street Improvements (Edinburg, TX)
6. South Texas College Technology Building Pad
7. South Texas College Parking Lot Renovations
8. South Texas Independent School District- Beta Campus Parking Lot Repair and Additions (Edinburg, TX)

Since Gonzalez Enterprises, LLC is a long-standing subcontractor who we frequently use, I have chosen to respond generally to overall work performance across my jobs.

PERFORMANCE:

1. What was the quality of work provided by the contractor?

   All work conforms to specifications indicated in plans and specifications. Gonzalez Enterprises, LLC has been successful at competing work according to customer requirements.

2. How well did the contractor respond to warranty items relating to response time and quality of work?

   Gonzalez Enterprises, LLC has not been called on any warranty items. We have taken a proactive approach by addressing non-conforming work to avoid future warranty calls. Thus far, this approach has worked.

3. How timely did the contractor submit all warranty operation manual documents, and all other related close out documents?

3025 SOUTH SUGAR ROAD
EDINBURG, TEXAS 78540
OFFICE (956) 259-8005
FAX (956) 259-8009

WWW.ECONGROUP.US

1100 NW LOOP 410, STE. 700
SAN ANTONIO, TEXAS 78213
OFFICE (210) 678-4571
FAX (210) 366-8741

Gonzalez Enterprises, LLC is a site and utility company whose product does not require normal technical operation or manuals. All close out documents have been submitted in a timely manner and conform to requirements.

4. Was the contractor on time in finishing your project as originally projected?
   Gonzalez Enterprises, LLC has been a key factor in timely project completion. When challenges have arisen with timelines, Gonzalez Enterprises, LLC was willing to authorize overtime and help when requested.

5. Did you or have you received a Notice of Liens for non-payment from subcontractors and/or material suppliers on any of your projects with this general contractor/subcontractor?

   Yes, however this is expected with larger projects. Gonzalez Enterprises, LLC has always issued release of liens from suppliers. I require all lien waivers prior to final payment.

6. Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work, and in resolving other related construction issues?

   Gonzalez Enterprises, LLC communicates challenges and design conflicts through Requests for Information and responds quickly to needed changes to scope of work.

7. Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of construction project?

   No

8. How well did the contractor respond to change order requests, and were the proposed prices fair and reasonable?

   Gonzalez Enterprises, LLC responded in a timely manner to change orders and were fair priced.

9. Did the contractor hold monthly meetings and document said meetings with appropriate minutes or construction reports?

   Gonzalez Enterprises, LLC was present for all meetings requested. Gonzalez Enterprises, LLC provides all documentation we request of them.

10. How well did the contractor work with consulting architects and/or engineers?

    Gonzalez Enterprises, LLC followed chain of command and submitted all request for information (RFI) to my project managers. This is important as to maintain correct and accurate answers to all questions.

Gilbert Enriquez
President
ECON- Enriquez Construction

Castle Enterprises, LLC

2210 Marro Rd. Montel Alto, Texas 78538

(Office) 956-207-0538 (Fax) 956-743-5417 (Email) Chris.CastleEnterprises@gmail.com

08/17/2022

To Whom It May Concern,

The purpose of this letter is to verify Gonzalez Enterprises, LLC's history of payment for projects we have been contracted.

General Account Remarks:

Regarding payment for work, we have been contracted to complete, Gonzalez Enterprises, LLC has paid invoices in a timely manner according to contract documents. I have never filed a lien notice or made any claim against Gonzalez Enterprises.

Sincerely,

Linda Castill

Linda Castillo,
Owner

3309 W. Alberta Rd.
Edinburg, TX 78539
956-587-1971
nick@gonzalezenterprises.net

NICOLAS E. GONZALEZ

PURPOSE

- To provide fair and quality work to the construction industry of the Rio Grande Valley
- To maintain trustworthiness and good relationships with members of the construction community through effective communication and ethical business practices
- Ensure stability and growth of Gonzalez Enterprises, LLC through strategic management and financial planning

STRENGTHS & ABILITIES

- 7 years of experience in the heavy construction industry
- Plan and spec assessment, estimating, bidding, and project management
- Fluent in civil construction including excavation and fill; water, sewer and storm utilities, pavement marking, sign installation, concrete works, and general site work
- Specialty in public work for city, county, and school districts
- Strategic and tactical planning
- Problem resolution
- Customer service
- Performance driven

EXPERIENCE

PROJECT EXECUTIVE, CHIEF OPERATIONS OFFICER, GONZALEZ ENTERPRISES, LLC

April 2016-present

- Estimate and bid all projects
- Complete preconstruction submittals for initiation of work, and weekly progress reports to meet construction deadlines
- Attends and participates in progress and safety meetings with general contractors, city officials, subcontractors and engineers
- Ensure quality of work completed in accordance to specifications
- Ensure safety and compliance of employees through routine site assessments and training
- Fluent in AIA document submission standards
- Maintain open communication with all parties
- Oversee all financial reporting and project performance

REFERENCES

Ismael Adame
Econ Group LLC

Project Manager

956-536-6765

Ernest Trevino
D. Wilson Construction Co.

Estimator

956-600-3829

EDUARDO **GONZALEZ JR.**

2400 Upas Ave. Apt. 11 McAllen, TX 78501 · 956-551-1131
eddy@gonzalezenterprises.net

To succeed in the construction industry by utilizing abilities to manage a team and provide solutions. To use my knowledge of budgeting, problem solving, communication, and people skills to ensure proper flow of construction work and timelines according to standard building practices.

EXPERIENCE

02/04/2019 – CURRENT

SUPERINTENDENT, GONZALEZ ENTERPRISES, LLC

PROJECTS COMPLETED

- PR100 MEDIAN, BOARDWALK, AND SIDEWALK PROJECT, OWNER: CITY OF SOUTH PADRE ISLAND $3,092,920.00 EXPECTED COMPLETION 04/16/2021
- Amigos Del Valley, CASA 7 & 8 Sidewalk Improvements, Owner: Amigos Del Valle $56,508
- Pharr Idea Paving Improvements, Owner: Idea Schools $159,990.33
- Sharyland ISD Bus Refueling Station, Owner: Sharyland ISD $39,324.50
- Los Fresnos Sludge Drying Bed Improvements, Owner: City of Los Fresnos $509,924
- Garcia and Livas Elementary Parking Lot Improvements, Owner: PSJA ISD $479,118.06
- NorthEast Original Townsite Drainage Improvements, Owner City of Edinburg $159,990.33

RESPONSIBILITIES

- Completion of daily project goals
- Ensure safety of all personnel
- Assess that all works meets specification
- Coordinate work to match project timelines for completion
- Communicate with project management, safety director, suppliers
- Document & communicate all findings

SUPERVISE 1-25 EMPLOYEES

APRIL 2017 – FEBRUARY 2019

SALES REPRESENTATIVE, SPECTRUM SALES

- Meeting and exceeding sales goals
- Book new lines of service to meet established monthly quotas
- Write and submit accurate orders
- Establish new accounts

SEPTEMBER 2006- MARCH 2017

TECHNICIAN, LOBO TELECOMMUNICATIONS

- Sustain open and effective lines of communication throughout the organization to maintain a sense of teamwork, enthusiasm, pride, and quality workmanship
- Inspect sites to determine material requirements and communicate them to procurement managers or vendors

- Ensure quality and efficient installation of cable technology by maintaining adequate inventory of equipment and materials, completing a pre-inspection of existing systems, and post inspection of completed work with punch list items verified and completed
- Review manuals and specifications to ensure work is completed according to layouts.
- Troubleshoot problems with existing cable networks and clients
- Maintain records of work completed by documenting in log books

SEPTEMBER 2000 - MAY 2005

TEACHER AID, ASSISTANT COACH, RUBEN C. RODRIGUEZ ELEMENTARY

STRENGTHS AND ABILITIES

- Problem resolution
- Customer service
- Performance driven

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Gonzalez Enterprises, LLC		
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Nicolas Gonzalez	Phone number:	956-587-1971
Title:	Owner	Email address:	nick@gonzalezenterprises.net
Business address of local office:	3309 W. Alberta Rd. Edinburg, TX 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/19/2016	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Saftey Inspections will be conducted by a 3rd Party Inspector
Safety Certifications	

Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.91			.90			.89		
NCCI									

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ❑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants National Bonding, Inc.
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO Box 14498 Des Moines, IA 50306-3498

Physical Address (principal place of business):			
Phone (main):	1-800-678-8171	Phone (claims):	1-800-678-8171

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.): James E. Capt. and Associates, LLC		
Insurance Provider	Type of Policy (Coverage Provided)	
Burlington Insurance Company	General Liability	
Progressive	Auto	
Texas Mutual Insurance	Workers Compensation	
Burlington Insurance Company	Excess Liability	
Are providers licensed or authorized to issue policies in the Project location?		☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☑ Yes ☐ No
Mailing Address (principal place of business):	PO Box 126 San Juan, TX 78589-0126	
Physical Address (principal place of business):		
Phone (main): 1-800-887-4989	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	38
Estimate of revenue for the current year:	$6,500,000.00
Estimate of revenue for the previous year:	$3,427,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 7+				
As a general contractor:	7	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Gonzalez Enterprises, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Nicolas Gonzalez
(typed or printed)

Title: owner
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
N/A

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	Gonzalez Enterprises, LLC				
Project Owner	City of Edinburg		Project Name	Schunior Detention Pond Phase II	
General Description of Project	Construction of a detention pond, lift pump station, storm rcp 24"-72", asphalt paving, water and sewer services				
Project Cost	$2,201,338.94		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jaime Gonzlaez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	Engineer	City of Edinburg	956-388-8955	mhinojosa@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	Edinburg CISD		Project Name	UTRGV ECISD Collegiate High School	
General Description of Project	Construction of a Detention Pond; Sitework for Parking Lots, Drives, Building Pad; Water, Sewer and Storm Utilities				
Project Cost	$1,195,838.68		Date Project	2022-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Isaac Esquivel			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Estimator	D. Wilson Construction Co.	956-600-3829	ernestt@dwilsonconstruction.com

Project Owner	City of McAllen		Project Name	McAllen Anzalduas LPOE Expansion	
General Description of Project	Site Excavation of Building Pads; Installation of Building Pads with Caliche, Geogrid, and Select Fill				
Project Cost	$1,789,521.00		Date Project	2023-2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jaime Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Eli Gonzalez	president	3E Logistics of TX	956-587-2972	3elogistics.tx@gmail.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Enterprises, LLC				
Project Owner	La Joya ISD		Project Name	Guillermo Flores & Leo. J. Leo Elem. Sanitary Sewer Imp.	
General Description of Project	Cross Directional Bore; Decommisioning of Existing Septic Tank System; Installation of new gravity sewer system w/manholes; Concrete Works				
Project Cost	$214.239.77		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jose Eguia			

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Chris Castillo	president	Castle Enterprises, LLC	956-292-1540	chris.castleenterprises@gmail.com

Project Owner	City of Los Fresnos	Project Name	Los Fresnos Sludge Drying Bed Improvements	
General Description of Project	Excavation & Fill, Concrete Works, Sewer			
Project Cost	$509,924.00	Date Project	2018-2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Eli Gonzalez	Eduardo Gonzalez		

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Chris Castillo	president	Castle Enterprises, LLC	956-292-1540	chris.castleenterprises@gmail.com

Project Owner	City of Edinburg	Project Name	NorthEast Original Townsite Drainage Improvements	
General Description of Project	Storm Drainage Improvements, Sluice Gate in TXDOT ROW, Asphalt Paving, Concrete Works			
Project Cost	$135,972.10	Date Project	2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Nicolas Gonzalez	Eduardo Gonzalez		

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	Engineer	City of Edinburg	956-388-8955	mhinojosa@cityofedinburg.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Enteprises, LLC				
Project Owner	City of South Padre Island		Project Name	PR100 Median, Boardwalk, and Sidewalk Project Padre Blvd.	
General Description of Project	Installation of New Medians, Boardwalk, Sidewalk, Parking Lot Revisions, Storm Improvements				
Project Cost	$3,047,679.00		Date Project	2019-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eli Gonzalez/Nicolas Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ismael Adame	project manager	Enriquez Construction	956-536-6765	iadame@econgroup.us

Project Owner	IDEA Public Schools		Project Name	IDEA San Juan Phase III	
General Description of Project	Sitework, Swales, Parking Lot Subgrade and Flexible Base, Soccer Fields; Utilities including Storm, Water and Sewer				
Project Cost	$955,235.00		Date Project	2022-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Isaac Esquivel			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Esimator	D. Wilson Construction Co	956-600-3829	ernestt@dwilsonconstruction.com

Project Owner	Edinburg CISD		Project Name	ECISD Career & Technical Education Center	
General Description of Project	Structural Concrete; Sitework; Water, Sewer and Storm Utilities				
Project Cost	$1,540,792.17		Date Project	2021-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Estimator	D. Wilson Construction Co	956-600-3829	ernestt@dwilsonconstruction.com

Schedule C—Key Individuals

Project Manager			
Name of individual	Nicolas Gonzalez		
Years of experience as project manager	13		
Years of experience with this organization	7		
Number of similar projects as project manager	20+		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Schunior Detention Pond Phase II	closing out	12/15/2023	
McAllen Anzalduas LPOE Expansion	85% complete	01/15/2024	
UTRGV ECISD Collegiate High School	90% complete	01/31/2023	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ernest Trevino	Name	Chris Castillo
Title/Position	Estimator	Title/Position	President
Organization	D. Wilson Construction Co.	Organization	Castle Enterprises, LLC
Telephone	956-600-3829	Telephone	956-292-1540
Email	ernestt@dwilsonconstruction.com	Email	chris.castleenterprises@gmail.com
Project	All D. Wilson projects	Project	Fir Ave Paving Imp, Flores/Leo Sanitary Sewer Improvements, Pueblo de Palmas Park, Sullivan City Library
Candidate's role on project	Estimator	Candidate's role on project	project manager

Project Superintendent			
Name of individual	Isaac Esquivel		
Years of experience as project superintendent	20+		
Years of experience with this organization	7		
Number of similar projects as project superintendent	20+		
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Schunior Detention Pond	closing out	01/15/2023	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eli Gonzalez	Name	Ismael Adame
Title/Position	CEO/owner	Title/Position	project manager
Organization	3E Logistics of TX	Organization	Enriquez Construction
Telephone	956-587-2972	Telephone	956-536-6765
Email	3elogistics.tx@gmail.com	Email	iadame@econgroup.us
Project	McAllen Anzalduas LPOE Expansion	Project	PR100, HCDD Pct. 4 New Justice Center
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		A 3rd party consultant is used for safety inspections and recommendations.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		project manager and superintendents provide quality control inspections	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23.

Nicolas Gonzalez, Gonzalez Enterprises, LLC
Name of Bidder

Signature of Bidder

owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
John Deere 310 L Backhoe	✓	
John Deere 310 L Backhoe	✓	
John Deere 310 L Backhoe	✓	
John Deere 544 K Wheel Loader	✓	
Dynapac 1200 Vibratory Roller	✓	
Dynapac 1300 Vibratory Roller	✓	
John Deere CA1500D Roller		Doggett/956-342-5228
John Deere 644P Wheel Loader		Doggett/956-342-5228
John Deere 670G Motor Grader		Doggett/956-342-5228
John Deere Skidsteer 330G	✓	
John Deere 770 BH Motograder	✓	
John Deere 670 Motograder	✓	
Excavator (will be rented)		Doggett/956-342-5228

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
RCB	Rio Valley Pipe/CAPA
Concrete Ready Mix	VMK
Steel & Concrete Accessories	CMC Construction Materials

BIDDER

Executed this: 12 Day of : December 20.23

By: Gonzalez Enterprises, LLC

BIDDER

Title: Owner

NOTARY PUBLIC

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: Nicolas Gonzalez of Gonzalez Enterprises, LLC

NOTARY PUBLIC

END OF SECTION

GONZALEZ ENTERPRISES, LLC

12/12/2023

Nicolas Gonzalez
Gonzalez Enteprises, LLC
3309 W. Alberta Rd.
Edinburg, TX 78539

Dear City of Edinburg:

The undersigned party certifies that Gonzalez Enterprises, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Thank you,

12/12/2023

Nicolas Gonzalez
Project Executive
Gonzalez Enterprises, LLC

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Nicolas Gonzalez, who
[Affiant]

being by me duly sworn on his oath stated that he is owner, of
[Title]

Gonzalez Enterprises, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

[Notary Seal]

Notary Public in and for the State of TEXAS

Yvonne Gonzalez
[Print or type Notary Public name]

My Commission Expires: 01-25-2025
[Expiration Date]

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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 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 (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE SALINAS
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BURLINGTON INSURANCE COMPANY	
INSURER B: PROGRESSIVE	24260
INSURER C: TEXAS MUTUAL INSURANCE	22945
INSURER D:	
INSURER E: BURLINGTON INSURANCE COMPANY	
INSURER F:	

INSURED
GONZALEZ ENTERPRISES, LLC
605 WISTERIA AVE
MCALLEN, TX 78504

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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			411BG08381-01	11/01/23	11/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			03912025	09/06/23	09/06/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			411BE06944-01	11/02/23	11/01/24	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001312191	09/07/23	09/07/24	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY DR

EDINBURG TX 78539

CANCELLATION

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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FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Gonzalez Enterprises, LLC
Mailing Address: 3309 W. Alberta Rd. Edinburg, TX 78539

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Nicolas Gonzalez, Owner
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gonzalez Enterprises, LLC
[Typed Name of Company:]

Nicolas Gonzalez, owner
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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PRODUCER (956)787-4989 Crystal Jeannie Salinas James E. Capt & Associates LLC P. O. BOX 126 San Juan, TX 78589-0126	CONTACT NAME: JEANNIE SALINAS PHONE (A/C, No, Ext): (800)887-4989 Ext. FAX (A/C, No): (956)781-3380 E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM
INSURED GONZALEZ ENTERPRISES, LLC 605 WISTERIA AVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: BURLINGTON INSURANCE COMPANY INSURER B: PROGRESSIVE — 24260 INSURER C: TEXAS MUTUAL INSURANCE — 22945 INSURER D: INSURER E: BURLINGTON INSURANCE COMPANY 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			411BG08381-01	11/01/23	11/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			03912025	09/06/23	09/06/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			411BE06944-01	11/02/23	11/01/24	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001312191	09/07/23	09/07/24	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

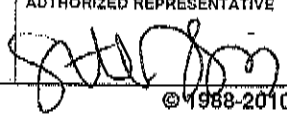
CITY OF EDINBURG
415 W. UNIVERSITY DR

EDINBURG TX 78539

CANCELLATION

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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none

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position? No
  - a member of a Board, Council or Committee that may participate in the City's selection or award process? No
  - a City Official? No

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  No

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
  No

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?
  No

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/11/2023

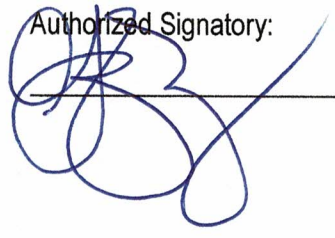
Company/Vendor Name:

Gonzalez Enterprises, LLC

Printed Name and Title:

Nicolas Gonzalez, Owner

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Gonzalez Enterprises, LLC
(Full, correct legal name)

- Address: 3309 W. Alberta Rd.
  Edinburg, TX 78539
- Telephone/Fax: 956-587-1971
- Email address: nick@gonzalezenterprises.net

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3. Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? local office only- Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4. Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

7 _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 3 at office; 38 total

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Nicolas Gonzalez
Address: 3309 W. Alberta Rd. Edinburg, TX 78539
Telephone: 956-587-1971
Fax: _____
Email: nick@gonzalezenterprises.net

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.
N/A
_____
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One (YES) NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

GONZALEZ ENTERPRISES, LLC

12/12/2023

Dear City of Edinburg:

The purpose of this disclosure is to inform the City of Edinburg of litigation between Gonzalez Enterprises, LLC and private entities.

1. Texas First Rentals vs Gonzalez Enterprises- litigation over rental equipment balance, judgement awarded to Texas First Rentals. The small balance due will be paid on or before January 31, 2024 Total Balance: $28,564.15
2. Innovative Block vs. Gonzalez Enterprises, LLC- litigation over disputed material. Gonzalez Enterprises, LLC claims that material was fraudulently ordered on the companies credit account. Gonzalez Enterprises, LLC did not have a contract or agreement for the project in question. No purchase order was issued, no request for material was issued, no invoices were provided, and no notices were received. Gonzalez Enterprises, LLC was served on 12/04/2023. Disputed material cost is $16,502.27

Thank you,

Nicolas Gonzalez
Project Executive
Gonzalez Enterprises, LLC

3309 W Alberta Rd. Edinburg, TX 78539
956-587-1971

HOUSE BILL 89 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of

Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Nicolas Gonzalez, the undersigned representative of

Gonzalez Enterprises, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

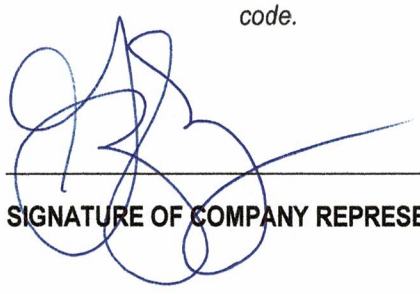
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Nicolas Gonzalez, Owner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Nicolas Gonzalez, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Gonzalez Enterprises, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 11 day of December 2023.

By: _____

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

Notary Public

01/25/2025

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Gonzalez Enterprises, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Gonzalez Enteprises, LLC has no conflicts of interest

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

none

D. WILSON CONSTRUCTION CO.

December 11, 2023

RE: Letter of Recommendation
Gonzalez Enterprises, Inc.
3309 W Alberta Rd
Edinburg, TX. 78539

To Whom It May Concern:

It is my absolute pleasure and privilege to recommend the services of Gonzalez Enterprises, Inc.

We have successfully accomplished many successful projects over the last fifteen years plus. With their professionalism, integrity, technical expertise and excellent communication, we continue to deliver top notch services and quality construction to our valued customers.

I have no reservations giving Gonzalez Enterprises, Inc. my highest recommendation. I am confident that they will perform with the highest standards in the industry.

Should you require more details, please do not hesitate to contact me.

Sincerely,

Ernest Trevino, Estimator/ Project Manager
D. WILSON CONSTRUCTION CO.

ENRIQUEZ CONSTRUCTION

07/29/2022

To Whom It May Concern:
The purpose of this letter is to speak to the performance of Gonzalez Enterprises, LLC regarding previous work history and performance. I have chosen to answer questions as they were asked of me. Please see the following list as reference where Gonzalez Enterprises, LLC was chosen as a subcontractor on my projects. The following list is not all inclusive.

1. PR100 Median, Boardwalk and Sidewalk Project (City of South Padre Island)
2. Tropical Texas Behavioral Health Ambulatory Center (Brownsville, TX)
3. PSJA New Swimming Facilities
    a. Memorial Early college High School (Alamo, TX)
    b. Early College High School (San Juan, TX)
4. Tropical Texas Behavioral Health Renovations and Additions (Edinburg, TX)
5. UTRGV Van Week Street Improvements (Edinburg, TX)
6. South Texas College Technology Building Pad
7. South Texas College Parking Lot Renovations
8. South Texas Independent School District- Beta Campus Parking Lot Repair and Additions (Edinburg, TX)

Since Gonzalez Enterprises, LLC is a long-standing subcontractor who we frequently use, I have chosen to respond generally to overall work performance across my jobs.

PERFORMANCE:

1. What was the quality of work provided by the contractor?

   All work conforms to specifications indicated in plans and specifications. Gonzalez Enterprises, LLC has been successful at competing work according to customer requirements.

2. How well did the contractor respond to warranty items relating to response time and quality of work?

   Gonzalez Enterprises, LLC has not been called on any warranty items. We have taken a proactive approach by addressing non-conforming work to avoid future warranty calls. Thus far, this approach has worked.

3. How timely did the contractor submit all warranty operation manual documents, and all other related close out documents?

3025 SOUTH SUGAR ROAD
EDINBURG, TEXAS 78540
OFFICE (956) 259-8005
FAX (956) 259-8009

WWW.ECONGROUP.US

1100 NW LOOP 410, STE. 700
SAN ANTONIO, TEXAS 78213
OFFICE (210) 678-4571
FAX (210) 366-8741

Gonzalez Enterprises, LLC is a site and utility company whose product does not require normal technical operation or manuals. All close out documents have been submitted in a timely manner and conform to requirements.

4. Was the contractor on time in finishing your project as originally projected?
   Gonzalez Enterprises, LLC has been a key factor in timely project completion. When challenges have arisen with timelines, Gonzalez Enterprises, LLC was willing to authorize overtime and help when requested.

5. Did you or have you received a Notice of Liens for non-payment from subcontractors and/or material suppliers on any of your projects with this general contractor/subcontractor?

   Yes, however this is expected with larger projects. Gonzalez Enterprises, LLC has always issued release of liens from suppliers. I require all lien waivers prior to final payment.

6. Was the contractor cooperative and professional in addressing construction issues, such as design conflicts, quality of work, and in resolving other related construction issues?

   Gonzalez Enterprises, LLC communicates challenges and design conflicts through Requests for Information and responds quickly to needed changes to scope of work.

7. Was the contractor ever confrontational, defensive, non-responsive, argumentative, disrespectful, during the duration of construction project?

   No

8. How well did the contractor respond to change order requests, and were the proposed prices fair and reasonable?

   Gonzalez Enterprises, LLC responded in a timely manner to change orders and were fair priced.

9. Did the contractor hold monthly meetings and document said meetings with appropriate minutes or construction reports?

   Gonzalez Enterprises, LLC was present for all meetings requested. Gonzalez Enterprises, LLC provides all documentation we request of them.

10. How well did the contractor work with consulting architects and/or engineers?

    Gonzalez Enterprises, LLC followed chain of command and submitted all request for information (RFI) to my project managers. This is important as to maintain correct and accurate answers to all questions.

Gilbert Enriquez
President
ECON- Enriquez Construction



Castle Enterprises, LLC

2210 Marro Rd. Montel Alto, Texas 78538

(Office) 956-207-0538 (Fax) 956-743-5417 (Email) Chris.CastleEnterprises@gmail.com

08/17/2022

To Whom It May Concern,

The purpose of this letter is to verify Gonzalez Enterprises, LLC's history of payment for projects we have been contracted.

General Account Remarks:

Regarding payment for work, we have been contracted to complete, Gonzalez Enterprises, LLC has paid invoices in a timely manner according to contract documents. I have never filed a lien notice or made any claim against Gonzalez Enterprises.

Sincerely,

Linda Castill

Linda Castillo,
Owner

3309 W. Alberta Rd.
Edinburg, TX 78539
956-587-1971
nick@gonzalezenterprises.net

NICOLAS E. GONZALEZ

PURPOSE

- To provide fair and quality work to the construction industry of the Rio Grande Valley
- To maintain trustworthiness and good relationships with members of the construction community through effective communication and ethical business practices
- Ensure stability and growth of Gonzalez Enterprises, LLC through strategic management and financial planning

STRENGTHS & ABILITIES

- 7 years of experience in the heavy construction industry
- Plan and spec assessment, estimating, bidding, and project management
- Fluent in civil construction including excavation and fill; water, sewer and storm utilities, pavement marking, sign installation, concrete works, and general site work
- Specialty in public work for city, county, and school districts
- Strategic and tactical planning
- Problem resolution
- Customer service
- Performance driven

EXPERIENCE

PROJECT EXECUTIVE, CHIEF OPERATIONS OFFICER, GONZALEZ ENTERPRISES, LLC

April 2016-present

- Estimate and bid all projects
- Complete preconstruction submittals for initiation of work, and weekly progress reports to meet construction deadlines
- Attends and participates in progress and safety meetings with general contractors, city officials, subcontractors and engineers
- Ensure quality of work completed in accordance to specifications
- Ensure safety and compliance of employees through routine site assessments and training
- Fluent in AIA document submission standards
- Maintain open communication with all parties
- Oversee all financial reporting and project performance

REFERENCES

Ismael Adame
Econ Group LLC
Project Manager
956-536-6765

Ernest Trevino
D. Wilson Construction Co.
Estimator
956-600-3829

EDUARDO **GONZALEZ JR.**

2400 Upas Ave. Apt. 11 McAllen, TX 78501 · 956-551-1131
eddy@gonzalezenterprises.net

To succeed in the construction industry by utilizing abilities to manage a team and provide solutions. To use my knowledge of budgeting, problem solving, communication, and people skills to ensure proper flow of construction work and timelines according to standard building practices.

EXPERIENCE

02/04/2019 – CURRENT

SUPERINTENDENT, GONZALEZ ENTERPRISES, LLC

PROJECTS COMPLETED

- PR100 MEDIAN, BOARDWALK, AND SIDEWALK PROJECT, OWNER: CITY OF SOUTH PADRE ISLAND $3,092,920.00 EXPECTED COMPLETION 04/16/2021
- Amigos Del Valley, CASA 7 & 8 Sidewalk Improvements, Owner: Amigos Del Valle $56,508
- Pharr Idea Paving Improvements, Owner: Idea Schools $159,990.33
- Sharyland ISD Bus Refueling Station, Owner: Sharyland ISD $39,324.50
- Los Fresnos Sludge Drying Bed Improvements, Owner: City of Los Fresnos $509,924
- Garcia and Livas Elementary Parking Lot Improvements, Owner: PSJA ISD $479,118.06
- NorthEast Original Townsite Drainage Improvements, Owner City of Edinburg $159,990.33

RESPONSIBILITIES

- Completion of daily project goals
- Ensure safety of all personnel
- Assess that all works meets specification
- Coordinate work to match project timelines for completion
- Communicate with project management, safety director, suppliers
- Document & communicate all findings

SUPERVISE 1-25 EMPLOYEES

APRIL 2017 – FEBRUARY 2019

SALES REPRESENTATIVE, SPECTRUM SALES

- Meeting and exceeding sales goals
- Book new lines of service to meet established monthly quotas
- Write and submit accurate orders
- Establish new accounts

SEPTEMBER 2006- MARCH 2017

TECHNICIAN, LOBO TELECOMMUNICATIONS

- Sustain open and effective lines of communication throughout the organization to maintain a sense of teamwork, enthusiasm, pride, and quality workmanship
- Inspect sites to determine material requirements and communicate them to procurement managers or vendors

- Ensure quality and efficient installation of cable technology by maintaining adequate inventory of equipment and materials, completing a pre-inspection of existing systems, and post inspection of completed work with punch list items verified and completed
- Review manuals and specifications to ensure work is completed according to layouts.
- Troubleshoot problems with existing cable networks and clients
- Maintain records of work completed by documenting in log books

SEPTEMBER 2000 - MAY 2005

TEACHER AID, ASSISTANT COACH, RUBEN C. RODRIGUEZ ELEMENTARY

STRENGTHS AND ABILITIES

- Problem resolution
- Customer service
- Performance driven

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gonzalez Enterprises, LLC
3309 W Alberta Rd.
Edinburg, TX 78539

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid ($ 5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
2024-007 Schunior Detention Pond Phase 3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

(Witness) Eli Gonzalez

(Witness) Luis Salinas, Witness

Gonzalez Enterprises, LLC
(Principal) *(Seal)*

(Title) Nicolas Gonzalez

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Yamillec Ramos, Attorney-in-Fact

Init.
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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blaine Allen; Brady K Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristen Ortiz; Lorena Gutierrez; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; Veronica Ramos; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of January , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of January 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Gonzalez Enterprises, LLC		
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Nicolas Gonzalez	Phone number:	956-587-1971
Title:	Owner	Email address:	nick@gonzalezenterprises.net
Business address of local office:	3309 W. Alberta Rd. Edinburg, TX 78539		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	04/19/2016	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☑ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Saftey Inspections will be conducted by a 3rd Party Inspector
Safety Certifications	

Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2023			2022			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Texas Mutual	.91			.90			.89		
NCCI									

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ❑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ❑ Yes ❑ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants National Bonding, Inc.
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO Box 14498 Des Moines, IA 50306-3498

Physical Address (principal place of business):			
Phone (main):	1-800-678-8171	Phone (claims):	1-800-678-8171

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.): James E. Capt. and Associates, LLC			
Insurance Provider		Type of Policy (Coverage Provided)	
Burlington Insurance Company		General Liability	
Progressive		Auto	
Texas Mutual Insurance		Workers Compensation	
Burlington Insurance Company		Excess Liability	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	PO Box 126		
	San Juan, TX 78589-0126		
Physical Address (principal place of business):			
Phone (main):	1-800-887-4989	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	38
Estimate of revenue for the current year:	$6,500,000.00
Estimate of revenue for the previous year:	$3,427,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 7+				
As a general contractor:	7	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Gonzalez Enterprises, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Nicolas Gonzalez
(typed or printed)

Title: owner
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
N/A

Designated Representative:

Name: N/A
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization	Gonzalez Enterprises, LLC				
Project Owner	City of Edinburg		Project Name	Schunior Detention Pond Phase II	
General Description of Project	Construction of a detention pond, lift pump station, storm rcp 24"-72", asphalt paving, water and sewer services				
Project Cost	$2,201,338.94		Date Project	2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jaime Gonzlaez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	Engineer	City of Edinburg	956-388-8955	mhinojosa@cityofedinburg.com
Designer					
Construction Manager					

Project Owner	Edinburg CISD		Project Name	UTRGV ECISD Collegiate High School	
General Description of Project	Construction of a Detention Pond; Sitework for Parking Lots, Drives, Building Pad; Water, Sewer and Storm Utilities				
Project Cost	$1,195,838.68		Date Project	2022-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Isaac Esquivel			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Estimator	D. Wilson Construction Co.	956-600-3829	ernestt@dwilsonconstruction.com

Project Owner	City of McAllen		Project Name	McAllen Anzalduas LPOE Expansion	
General Description of Project	Site Excavation of Building Pads; Installation of Building Pads with Caliche, Geogrid, and Select Fill				
Project Cost	$1,789,521.00		Date Project	2023-2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jaime Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Eli Gonzalez	president	3E Logistics of TX	956-587-2972	3elogistics.tx@gmail.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Enterprises, LLC				
Project Owner	La Joya ISD		Project Name	Guillermo Flores & Leo. J. Leo Elem. Sanitary Sewer Imp.	
General Description of Project	Cross Directional Bore; Decommisioning of Existing Septic Tank System; Installation of new gravity sewer system w/manholes; Concrete Works				
Project Cost	$214.239.77		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Jose Eguia			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Chris Castillo	president	Castle Enterprises, LLC	956-292-1540	chris.castleenterprises@gmail.com

Project Owner	City of Los Fresnos		Project Name	Los Fresnos Sludge Drying Bed Improvements	
General Description of Project	Excavation & Fill, Concrete Works, Sewer				
Project Cost	$509,924.00		Date Project	2018-2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eli Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Chris Castillo	president	Castle Enterprises, LLC	956-292-1540	chris.castleenterprises@gmail.com

Project Owner	City of Edinburg		Project Name	NorthEast Original Townsite Drainage Improvements	
General Description of Project	Storm Drainage Improvements, Sluice Gate in TXDOT ROW, Asphalt Paving, Concrete Works				
Project Cost	$135,972.10		Date Project	2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mardoqueo Hinojosa	Engineer	City of Edinburg	956-388-8955	mhinojosa@cityofedinburg.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Gonzalez Enteprises, LLC				
Project Owner	City of South Padre Island		Project Name	PR100 Median, Boardwalk, and Sidewalk Project Padre Blvd.	
General Description of Project	Installation of New Medians, Boardwalk, Sidewalk, Parking Lot Revisions, Storm Improvements				
Project Cost	$3,047,679.00		Date Project	2019-2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Eli Gonzalez/Nicolas Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ismael Adame	project manager	Enriquez Construction	956-536-6765	iadame@econgroup.us

Project Owner	IDEA Public Schools		Project Name	IDEA San Juan Phase III	
General Description of Project	Sitework, Swales, Parking Lot Subgrade and Flexible Base, Soccer Fields; Utilities including Storm, Water and Sewer				
Project Cost	$955,235.00		Date Project	2022-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Isaac Esquivel			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Esimator	D. Wilson Construction Co	956-600-3829	ernestt@dwilsonconstruction.com

Project Owner	Edinburg CISD		Project Name	ECISD Career & Technical Education Center	
General Description of Project	Structural Concrete; Sitework; Water, Sewer and Storm Utilities				
Project Cost	$1,540,792.17		Date Project	2021-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nicolas Gonzalez	Eduardo Gonzalez			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Ernest Trevino	Estimator	D. Wilson Construction Co	956-600-3829	ernestt@dwilsonconstruction.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Nicolas Gonzalez	
Years of experience as project manager		13	
Years of experience with this organization		7	
Number of similar projects as project manager		20+	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Schunior Detention Pond Phase II		closing out	12/15/2023
McAllen Anzalduas LPOE Expansion		85% complete	01/15/2024
UTRGV ECISD Collegiate High School		90% complete	01/31/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ernest Trevino	Name	Chris Castillo
Title/Position	Estimator	Title/Position	President
Organization	D. Wilson Construction Co.	Organization	Castle Enterprises, LLC
Telephone	956-600-3829	Telephone	956-292-1540
Email	ernestt@dwilsonconstruction.com	Email	chris.castleenterprises@gmail.com
Project	All D. Wilson projects	Project	Fir Ave Paving Imp, Flores/Leo Sanitary Sewer Improvements, Pueblo de Palmas Park, Sullivan City Library
Candidate's role on project	Estimator	Candidate's role on project	project manager

Project Superintendent			
Name of individual		Isaac Esquivel	
Years of experience as project superintendent		20+	
Years of experience with this organization		7	
Number of similar projects as project superintendent		20+	
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Schunior Detention Pond		closing out	01/15/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Eli Gonzalez	Name	Ismael Adame
Title/Position	CEO/owner	Title/Position	project manager
Organization	3E Logistics of TX	Organization	Enriquez Construction
Telephone	956-587-2972	Telephone	956-536-6765
Email	3elogistics.tx@gmail.com	Email	iadame@econgroup.us
Project	McAllen Anzalduas LPOE Expansion	Project	PR100, HCDD Pct. 4 New Justice Center
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		A 3rd party consultant is used for safety inspections and recommendations.	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		project manager and superintendents provide quality control inspections	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 2023.

Nicolas Gonzalez, Gonzalez Enterprises, LLC
Name of Bidder

Signature of Bidder

owner
Title of Signatory

END OF SECTION

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23.

Nicolas Gonzalez, Gonzalez Enterprises, LLC
Name of Bidder

Signature of Bidder

owner
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
John Deere 310 L Backhoe	✓	
John Deere 310 L Backhoe	✓	
John Deere 310 L Backhoe	✓	
John Deere 544 K Wheel Loader	✓	
Dynapac 1200 Vibratory Roller	✓	
Dynapac 1300 Vibratory Roller	✓	
John Deere CA1500D Roller		Doggett/956-342-5228
John Deere 644P Wheel Loader		Doggett/956-342-5228
John Deere 670G Motor Grader		Doggett/956-342-5228
John Deere Skidsteer 330G	✓	
John Deere 770 BH Motograder	✓	
John Deere 670 Motograder	✓	
Excavator (will be rented)		Doggett/956-342-5228

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
RCB	Rio Valley Pipe/CAPA
Concrete Ready Mix	VMK
Steel & Concrete Accessories	CMC Construction Materials

BIDDER

Executed this: 12 Day of : December 20.23

By: Gonzalez Enterprises, LLC

BIDDER

Title: Owner

NOTARY PUBLIC

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: Nicolas Gonzalez of Gonzalez Enterprises, LLC

NOTARY PUBLIC

END OF SECTION

GONZALEZ ENTERPRISES, LLC

12/12/2023

Nicolas Gonzalez
Gonzalez Enteprises, LLC
3309 W. Alberta Rd.
Edinburg, TX 78539

Dear City of Edinburg:

The undersigned party certifies that Gonzalez Enterprises, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Thank you,

12/12/2023

Nicolas Gonzalez
Project Executive
Gonzalez Enterprises, LLC

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Nicolas Gonzalez, who
[Affiant]

being by me duly sworn on his oath stated that he is owner, of
[Title]

Gonzalez Enterprises, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

YVONNE GONZALEZ
Notary Public, State of Texas
Comm. Expires 01-25-2025
Notary ID 12219823

[Notary Seal]

Notary Public in and for the State of TEXAS

Yvonne Gonzalez
[Print or type Notary Public name]

My Commission Expires: 01-25-2025
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:_____
State of Incorporation:_____
Mailing Address:_____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name:_____
Mailing Address:_____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Gonzalez Enterprises, LLC
Mailing Address: 3309 W. Alberta Rd. Edinburg, TX 78539

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Nicolas Gonzalez, Owner
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gonzalez Enterprises, LLC

[Typed Name of Company:]

Nicolas Gonzalez, owner

[Typed Name & Title of Authorized Representative]



[Signature of Authorized Representative]

12/12/2023

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-007

Schunior Detention Pond Phase 3

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Monday, December 18, 2023

MOR-WIL, LLC Proposal

CONTACT INFORMATION

Company:
MOR-WIL, LLC

Email:
admin@mor-wil.com

Contact:
Belinda Sanchez

Address:
808 S SHARY RD STE 5 PMB 274
MISSION, TX 78572

Phone:
N/A

Website:
N/A

Submission Date:
Dec 12, 2023 1:48 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Scan2023-12-12_110559.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Scan2023-12-12_093812.pdf

3. If you have any proprietary documents, please attach the redacted document here.

B_-_Past_Performance_Evaluation_1.pdfB_-_Past_Performance_Evaluation_2.pdfB_-_Past_Performance_Evaluation_3.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Scan2023-12-12_094016.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Scan2023-12-12_094228.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Scan2023-12-12_094529.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Scan2023-12-12_094827.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Scan2023-12-12_095039.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Scan2023-12-12_095957.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Scan2023-12-12_100220.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts

that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Scan2023-12-12_100458.pdf

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE REFERENCES IS REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

B_-_Past_Performance_Evaluation_1.pdfB_-_Past_Performance_Evaluation_2.pdfB_-_Past_Performance_Evaluation_3.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Scan2023-12-12_103442.pdf

PLEASE UPLOAD RESUMES FOR TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY. *
Scan2023-12-12_103922.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Scan2023-12-12_104239.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Scan2023-12-12_104647.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATION AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Scan2023-12-12_104930.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Scan2023-12-12_105230.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Scan2023-12-12_105513.pdf

PLEASE FILL OUT THE ATTACHED PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Scan2023-12-12_105815.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Scan2023-12-12_110027.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Scan2023-12-12_110306.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	1	LS	$13,800.00	$13,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	MOBILIZATION	1	LS	$13,800.00	$13,800.00
3	SILT FENCE	5,549	LF	$3.45	$19,144.05
4	GRATE INLET PROTECTION	36	LF	$19.17	$690.12
5	CONSTRUCTION ENTRANCE	2	EA	$3,036.00	$6,072.00
6	SW3P	1	LS	$4,140.00	$4,140.00
7	DITCH EXCAVATION	2,536	CY	$20.70	$52,495.20
8	STONE RIP RAP (6 INCH)	756	SF	$5.33	$4,029.48
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$828.00	$168,912.00
10	CONCRETE WEIR RIP RAP	80	CY	$517.50	$41,400.00
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$69,000.00	$69,000.00
12	32" RCP DEMO	100	LF	$27.60	$2,760.00
TOTAL					**$396,242.85**

OWNER'S ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
TOTAL					**$100,000.00**

Mor-Wil, L.L.C



Main Office

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78574
P: (956) 456-0628

Owner

Prisciliano Gracia Gracia

Team Members

Primary Contact:
Albert Garza III
Project Manager
(956) 456-0628

Prisciliano Gracia Gracia
General Manager
(956) 655-9934

Warranty

1 Year

Texas Secretary of State

Filling No. 800475951

Organization Information

Mor-Wil, L.L.C

Established April 5, 2005, Mor-Wil, L.L.C has taken on many challenging projects. Along the way, it has acquired skills, knowledge, and experience in building solutions, project management services, building trades, and other related engineering works.

Mor-Wil, L.L.C is a limited liability company that has been providing services to the Rio Grande Valley for 15 years. 100% of its $16,000,000 value of work, done over its 15-year span, has been done in the Rio Grande Valley. While providing competitive pricing, a safe working environment, and delivering quality work within a reasonable time frame.

To date, Mor-Wil, LLC has no claims on work-related injuries andholds a .95 rating for its Workers Compensation Insurance. No litigations are pending and will comply with any background checks as required.

As prime contractor Mor-Wil, L.L.C takes part in small and large projects. While implementing project management services to organize specialized trades for commercial and government developments. At the same time, Mor-Wil, L.L.C 's staff is on hand to respond to any immediate drawbacks and to ensure we stay on budget. Using specialized systems and up to date technology Mor-Wil, L.L.C commits to fulfill their client's needs.

Mor-Wi, L.L. C strives to give its clients a pleasant experience by

- Being in constant communication
- Meeting the project's objective
- Tracking the project progress and fine-tuning deviations
- Supervising closely the quality of the work provided

Education

Graduated from Mexico State University
CPA courses

Fields of Proficiency

Cost Control
Strategic Planning
Staff Development
Quality Assurance
Team Leadership
Project Management

Government Experience

Hidalgo County Drainage District
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility
Mission Redevelopment Authority
Hidalgo County Urban County Program
Hidalgo County Precinct No. 3
East Rio Hondo Water Systems

Prisciliano Gracia Gracia General Manager

Mr. Gracia Gracia brings 34 years of cost control and management experience to Mor-Wil, L.L.C. As owner and general manager, his decisions made Mor-Wil, L.L.C a prime contender in government projects as well as small industries. As a leader, he has brought together a strong team to meet his client's expectations.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex

Education

University of Texas Brownsville
Business Management Courses

Fields of Proficiency

Project Management
Site Planning
Budgeting
Scheduling
Staffing
Organizing
Team Management

Government Experience

Hidalgo County Drainage District
Hidalgo County Precinct No. 3
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
East Rio Hondo Water Systems
International Boundary & Water Commission

Albert Garza III Assistant General Manager

Mr. Garza has 20 years of management experience. Mr. Garza oversees the day to day operations of Mor-Wil, L.L.C. Mr. Garza oversees staffing, scheduling, planning, and budgeting. During his time with Mor-Wi, L.L.C Albert Garza III has used his problem-solving skills and management experience to ensure the company follows through its commitment to our clients.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex
- International Boundary & Water Commission
  Leeve Rehabilitation Project
- Phillips & Jordan Construction
  Levee Project 23rd St.-McAllen, Texas

Completed Projects

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation & Concrete Lining of Drainage Canal
Contract Value $570,302

Cameron County
Job: Drain "A" Widening Drainage Improvements
Excavation of Canal to Widen Flowline
Architect: Brown, Leal & Associates (956) 428-4014
Contract Value: $200,421
Completed: July 2016

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956)381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12 in force main.
Contract Value: $1,235,213

Aqua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal, & Associates (956)428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: $230,634
Completed: August 2018

Hidalgo County Precinct NO. 3 (Urban County Program)
Job: Penitas Drain Phase II
Engineer: Javier Hinojosa Engineering (956)668-1588
Scope: Flood Drainage Improvements known as the "Penitas Drain Phase II"
Contract Value: $2,115,179
Completed

Completed

October 2015

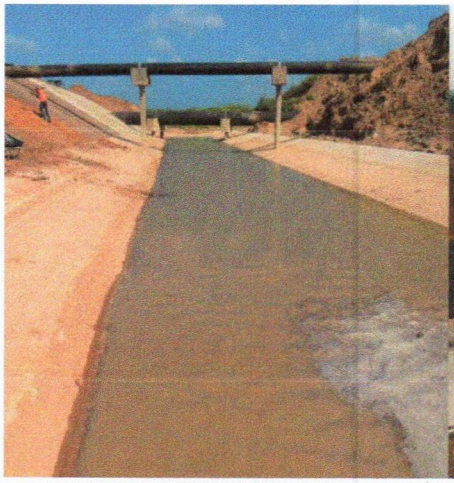
Project ContractValue

$1,336,252

Engineer

SWG Engineering
Alfonso A Gonzalez P.E.
(956) 968-2194

Completed Projects





Drainage Improvements for the AN47 Drainage Canal at the Evans & Wilson Crossings

Client:

City of La Feria

(956) 797-1898

Work Scope: Convert four 60" Drain Pipes into one 30" pipe on Evans Canal and a 60" pipe on Wilson Canal

- Excavate 300 LF
- Concrete Lining of Drainage Canal
- Install 250 LF of 60" Steel Pipe
- Install 213 LF 30" Steel Pipe
- Install Concrete Support Structures
- Install and Concrete incase 30' Soil Nails
- Erosion Control
- Drainage

This project was one of the most difficult and unique jobs that Mor- Wil, L.L. C encountered. During construction, we identified a situation with the subgrade where it was determined 30' soil nails need to be installed. We had to completely dewater the drainage canal to install them. At the end Mor-Wil, L.L.C finalized and provided a satisfactory service to the client.

Completed Projects

Project: Mercedes Lateral-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro Mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

July 2017

Project Contract Value

$694,289

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects

Project: South Mercedes Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

August 2017

Project Contract Value

$809,988

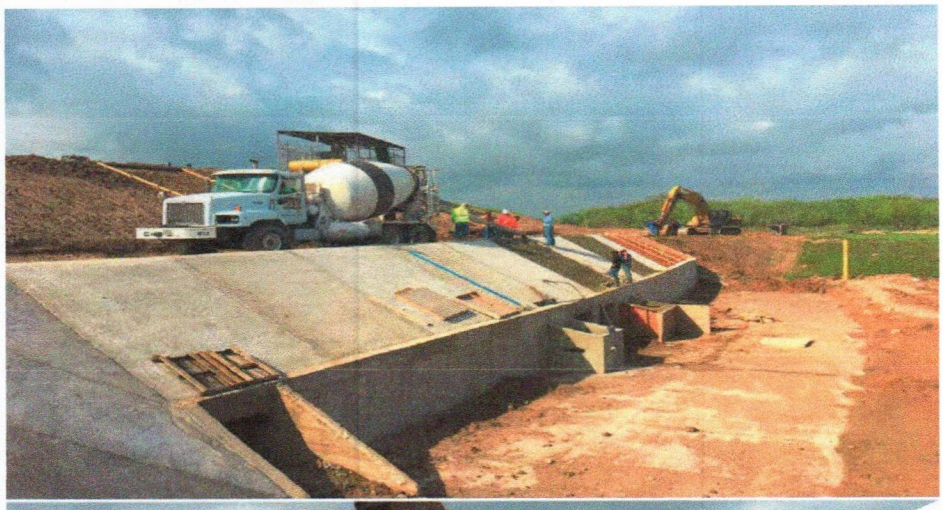
Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects





Site work, Utilities, and Parking

Drainage Improvements Project East Donna Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 16" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation

Completed

August 2017

Project ContractValue

$1,042,226

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects Continued

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation and Concrete lining of Drainage Canal
Contract Value: $570,302
Completed:

City of La Feria
Job: Tio Cano Water Shed Relief via The Wilson Canal
90' Cast-in-Place 10x5 Concrete Box and 4200LF of 36" RCP
Engineer: SWG Engineering, LLC (956) 968-2194
Contract Value: 1,253,978
Completed: November 2017

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956) 381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12-inch force main.
Contract Value: 1,235,213
Completed: April 2018

Agua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal & Associates (956) 428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: 230,634
Completed: August 2018

Hidalgo County Precinct No. 3 (Urban County Program)
Job: Peñitas Drain Phase II
Engineer: Javier Hinojosa, P.E. (956)668-1588
Scope: 1,464 LF of an 8'X6' concrete box & 552 LF of a 10'x5' concrete box, removal and Replacement of 100 LF existing canal, excavation of 21,000 CY of a ditch, 380 LF of RC pipe, Encasing of fiber optics, installation of a steel casing around sewer line, driveway repair, installation of down drain and wing walls, installation of gate inlet and removal of 300 LF of existing culvertt, installation of 7,000 SY of concrete rip rap and 5,000 SF of rock rip rap
Contract Value: $2,115,179
Completed: November 2018

Completed Projects Continued

City of Mission

Job: Anzalduas Highway Wastewater and Water Truck lines Phase 2

Architect: Halff Associates, Inc. Raul Garcia Jr., P.E. (956)664-0286

Scope: 16,182 LF 12" waterline, 11,412 LF 16" waterline; 8,8664 LF 12" sewer line, 5,231 LF 15" sewer line, 4,069 LF 21" sewer line, 43 48" fiberglass manholes, 42 fire hydrants, 190 LF 24" steel bore casing, 60 LF 30" steel bore casing, 156 LF 26" steel bore casing, 449 LF 21" steel bore casing & 421 SY of asphalt

Contract Value: $3,814,448

Completed: February 2019

Military Road Crossing-2018 Bond Referendum Project #13

Client: Hidalgo County Drainage District No. 1

Contract Value: $200,322.50

Engineer: L&G Consulting

Engineers, Inc.

Completed: January 2020

Chaparral Drain Extension Improvements (60 inch RCP Jack and Bore Dona Irrigation Crossing)

Client: Hidalgo County Drainage District No. 1

Contract Value: $145,757.63

Engineer: Hidalgo County Drainage District No.1 Jose Noe Saldivar, P.E.,C.F.M

Completed: April 2020

Agua SUD's Palmview Wastewater Conveyance System & Force Main

Client: Agua Specialty Utility District

Contract Value: 5,000,000

Percent Completed: 100%

Engineer: S&B Infrastructure, Ltd.

Completed Projects Continued

Pharr-McAllen Drain Improvements-2018 Bond Referendum Project #31
Client: Hidalgo County Drainage District No. 1
Contract Value: 654,951
Percent Completed:o 1 o o %
Engineer: L&G Consulting Engineers, Inc.
Davie A. Saenz, P.E., C.F.M
(956)583-7117

Hidalgo Drain & Dicker Rod Box Culvert Crossing

Client: Hidalgo County Drainage District No. 1
Contract Value: $461,346.62
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080

Hidalgo County – GLO 2015 Floods Grant 18-271-000-A923

Client: Hidalgo County – Urban County Program
Contract Value: $1,195,327.83
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

December 14, 2018

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542

RE: Reference letter for Mor-Wil, L.L.C.

To Whom It May Concern:

I am writing this reference letter to express sincere gratitude toward Mor-Wil, L.L.C. regarding the Schunior Drain Ditch Improvements and Penitas Drain Phase II project constructed for the Hidalgo County Drainage District No. 1 (HCDD No. 1). Mor-Wil, L.L.C. was supportive and professional throughout the projects. Project submittals were provided in a timely and efficient manner. The change orders that were required for the project were priced fairly and required minimal negotiations. They worked on schedule and addressed any punch list items for the projects expeditiously.

Due to the cooperation professional attention and work–ethic Mor-Wil, L.L.C. demonstrated on these projects, we recommend them for any future projects.

If you have any questions, please feel free to give me a call at 956-292-7080.

Sincerely,
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Noe Saldivar, P.E., CFM
District Engineer III

12/14/18

C: Raul E. Sesin, P.E., CFM, District General Manager

Letter of Recommendation

Public Works Department

July 31, 2017

City of Mission
2801 N. Holland
Mission, Tx 78574

RE: Reference Letter

To whom it may concern:

I am writing this reference letter at the request of Mor-Wil, LLC, with respect to a Sanitary Sewer Project Construction with the City of Mission. Mor-Wil, LLC was cooperative and professional throughout the project. Change Orders were fairly priced and turned in with related material for documentation. They have been working on schedule and have address up-to-date outstanding punch list items in project.

Due to the cooperation and professional attention and the work Mor-Will, LLC has delivered we recommend them.

If you have any questions, please feel free to give me a call at (956) 580-8780.

Sincerely,

Roberto Salinas, P.E.
City of Mission
Public Works Director

2801 N. Holland • Mission, Texas 78574 • (956) 580-8780 • Fax: (956) 580-8782

Letter of Recommendation

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

May 13, 2016

Re: Letter of recommendation

To whom it may concern:

Mor-Wil has performed work for the city of La Feria. They have been able to complete the projects in a satisfactory and timely manner.

If you have any questions, please give me a call at (956)968-2194.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

Alfonso A. Gonzalez, P.E

AAG:cdz

Letter of Recommendation

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH · ALLAN F. BODE · KELLEY A. HELLER-VELA · ROBERTO N. TAMEZ · MARIO REYNA

TBPE Firm # F-1435
TBPLS # 10096900

April 4, 2017

To Whom It May Concern:

I had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service that they provided.

Throughout the course of the project I felt Mr. Garza was a consummate professional. He was accurate in his initial assessment of the scale and cost of our project.

Our job was done with care a precision. In addition he and his assistants never left the worksite in disarray. They regularly visited the jobsite to help coordinate any required field changes as they were discovered so that design intent was upheld while ensuring that our construction schedule was never compromised.

The cooperation and collaboration Mr. Garza brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved, and a successful end result. I look forward to the opportunity to work with Mor-Wil, LLC again.

Sincerely,

Mario A. Reyna

Vice-President

115 W. McINTYRE · EDINBURG, TX 78541 · OFF: (956) 381-0981 · FAX: (956) 381-1839 · www.meldenandhunt.com

227 N. FM 3167 · RIO GRANDE CITY, TX 78582 · OFF: (956) 487-8256 · FAX: (956) 486-8591

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : General Security Indemnity Co. of Arizona	
	INSURER B : National Liability & Fire Ins. Co.	
	INSURER C : United Specialty Insurance Company	
	INSURER D : Texas Mutual Ins. Co.	22945
	INSURER E : Fortegra Specialty Ins. Co.	
	INSURER F :	

INSURED
MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Certificate of Insurance

Project References

Roberto Salinas, P.E.
Public Works Director
City Of Mission
(956) 580-8780

Mario Reyna, P.E.
Assistant Project Manager
Melden & Hunt
(956) 500-2734

Raul Sesin
General Manager
Hidalgo County Drainage Dist. 1
(956) 292-7080

Repeated Customers

City of La Feria
(956) 797-1898

City of Mission
(956) 580-8650

Hidalgo County Drainage District 1
(956) 292-7080

Cameron County
Drainage District #5
(956) 423-6411

Administration Contacts

Belinda Sanchez
Administrative Manager
(979) 324-6949
www.admin@mor-wil.com

Bonding Company

MERCHANTS BONDING COMPANY
800-678-8171

Agent

Magda E. Escandon
321 W 2nd St, Mercedes, TX 78570
(956) 565-2481

Mor-Wil, L.L.C

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78872
(956) 456-0628
www.mor-wil.com

360 TRAINING™

CERTIFICATE OF COMPLETION

This certifies that

Belinda Padilla Sanchez

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	05/25/2023

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0083906

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

IBC

February 10, 2022

From: John Michael Ortega – First Vice President

Re: Mor Wil LLC (Prisciliano Gracia Gracia)

To Whom It May Concern:

I understand Mr. Gracia is being asked to provide a letter of reference and as such, I am pleased to provide the following information. IBC has had a strong banking relationship with Mr. Gracia and his related entities for more than 20 years. IBC has financed numerous projects for Mr. Gracia and have a high regard for his reputation as a businessperson. We value our banking relationship with Mr. Gracia.

Should you have any questions, please do not hesitate to call me at (956) 632-3514.

Sincerely,

John Michael Ortega
First Vice President, Commercial Lending
IBC Bank – McAllen

CC: Adrian Villarreal

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

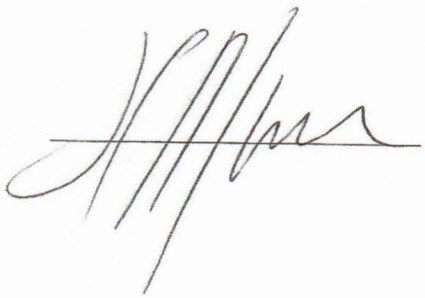
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/12/2023

Company/Vendor Name: Mor-Wil, LLC

Printed Name and Title: Albert Garza Authorized Signatory

Authorized Signatory: A. Garza

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil, LLC
(Full, correct legal name)

- Address: 808 S SHARY RD, STE 5 PMB 274
  Mission TX 78572
- Telephone/Fax: 956-456-0623
- Email address: albert.garza03@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No x___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes_x__ No____

4. Where is the Company's corporate headquarters located? Mission, Texas 78572

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No x___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 0

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No x___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

_____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Albert Garza
Address: 808 S SHARY RD, STE 5 PMB 274 MISSION, TX 78572
Telephone: 956-456-0628
Fax: none
Email: albert.garza03@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

none

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 A. garza

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Albert Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Mor-Wil, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign A.Garza

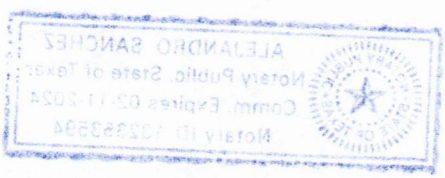
Title Authorized Signatory

Subscribed and sworn to me this 12 day of December 2023.

By: Albert Garza

Notary Public Alejandro Sanchez

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594


ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 03-17-2024
Notary ID 132393934

My commission expires

Feburary 11, 2024

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid)

Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 12th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for Schunior Detention Pond Phase 3

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

Mor-Wil, LLC
Principal

By a.garza

Attest:

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)



STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S SHARY RD, STE 5 PMB 274 Mission, Texas 78572		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	April 2005	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$Any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10	360 Training	N/A
OSHA 30	360 Training	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES Iowa 50306-3498

Physical Address (principal place of business):	McAfee Insurance Agency		
	321 W 2nd		
	Mercedes, Tx 78570		
Phone (main):	9565652481	Phone (claims):	800-678-8171

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		See attached	
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	70
Estimate of revenue for the current year:	$18,000,000.00
Estimate of revenue for the previous year:	16,200,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A. garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address: 808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A– Current Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County Drainage District No1		Project Name	South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34	
General Description of Project					
Project Cost	$1,748,494.00		Date Project	9/2/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Yvette Barrera PM	Engineer	HCDD#1	956-292-7080	"Barrera, Yvette" <yvette.barrera@hcdd1.org>
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Project Owner	Hidalgo County Drainage District No1		Project Name	SOUTH I RD WEST SIDE DRAIANGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	
General Description of Project					
Project Cost	$1,204,334.50		Date Project	03/03/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Roger Balandran	Engineer	HCDD#1	956-292-7080	
Construction Manager	Jose Noe Saldivar PE CEM	Engineer	B2Z ENGINEERING, LLC		NoeS@b2zeng.com

Project Owner	Hidalgo County		Project Name	North Main Drain III Phase II Existing Drainage Ditch Improvements	
General Description of Project					
Project Cost	$ 2,399,741.27		Date Project	9/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Jose Noe Saldivar PE CEM	Engineer	HCDD#1	956-292-7080	NoeS@b2zeng.com
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Schedule B– Previous Experience with Similar Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County		Project Name	Howhn Stormwater	
General Description of Project					
Project Cost	$615,171.07		Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Construction Manager			HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>

Project Owner	Hidalgo County Drainage District No1		Project Name	MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	
General Description of Project					
Project Cost	2,944,083.76		Date Project	10/19/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Solveig Klassen	Engineer	HALFF ASSOCIATES, INC		sKlassen@halff.com
Construction Manager					

Project Owner	See attached		Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual		Albert Garza	
Years of experience as project manager		18 + years	
Years of experience with this organization		18 years	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		15+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		25%	2/24/2024
MID VALLEY AIRPORT-IBWC DITCH 18B DRAINAGE IMPROVEMENTS 2018 BOND REFERENDUM PROJECT NO 19		25%	12/21/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	City of Mission PE
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Albert Garza	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Belinda Sanchez	
Years of experience as project manager		7	
Years of experience with this organization		5	
Number of similar projects as project manager		5	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
North Main Drain III Phase II Existing Drainage Ditch Improvements		15%	1/25/2024
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		10%	2/24/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	Engineer
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Benito Rodriguez	
Years of experience as project superintendent		25 years	
Years of experience with this organization		5	
Number of similar projects as project superintendent		2	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Y Drain		30%	3/16/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Omar Anzaldua Jr	Name	
Title/Position	Engineer	Title/Position	
Organization	HCDD#1	Organization	
Telephone	956-292-7080	Telephone	
Email	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Completed Projects	Owner	Design Enginner	Contract I	Type of Work	Orignal Cost
HCRMA UTILITES MOVE	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509		**7/11/2022**	Drainage Development	**$ 1,207,420.10**
TULIP (ML06m)	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	B2Z Enginnering	**11/21/2022**	Drainage Development	**$ 1,818,646.32**
HOEHN STORMWATER PROJECT	Hidlago County	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**12/5/2022**	Drainage Development	**$ 615,171.07**
J-08 Drain Improvements - 2018 Bond Referendum	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/19/2022**	Drainage Development	**$ 1,465,141.51**
MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**10/19/2020**	Drainage Development	**$ 2,944,083.76**
MILE 9 N & FM 1015 PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**3/16/2021**	Drainage Development	**$ 1,217,121.18**
Cesar Chavez & Texan Road, Canton Rd & Tower Rd and Iowa Rd Drainage Areas	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/12/2021**	**Drainage Development**	**$ 1,714,938.78**
K-07-02 Drain Improvements	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	B2Z Enginnering	3-Dec-21	Drainage Development	$ 797,639.50
Anaquitas Drain Structrue (proposed additional 2 10'x8' boxes with Gate Structures - 2018 Bond Referendum Project #8	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	16-Dec-21	Drainage Development	$ 1,497,200.19
Hidaglo County - urban County Program City of Hidalgo Flood Drainage Improvemtns (Old Townsite)	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	13-May-21	Drainage Development	$ 805,757.75
cameron County Drainage District No 5. North Main Drain Channel Linning 2018	Cameron County Drainge District No 5	Moore Land Sureying, LLC	26-Apr-21	Drainage Development	$ 2,246,699.32
City of Alton Trosper Road Detention Facility	City of Alton 416 South Alton BLVD Alton TX 956-432-0760	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	10-Mar-21	Detention Pond	$ 211,087.50
Ditch 47 & Ditch 350 Improvements (Mile 6 1/2 Crossing, Mile 10 N Crossing, Irrigation Canal Crossing, & Mile 9 N. Crossing)"	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	18-Dec-20	Irrigation Canal Improvements	$ 320,145.84
Cameron County Drainage District No. 5 - 2020 NRCS EWP Erosion Repairs	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	13-Nov-20	Flood Drainage Improvements	$ 1,500,742.85

Sunflower Drain - 2018 Bond Referendum Project #36	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	15-Sep-20	Flood Drainage Improvements	$ 988,803.19
PD Lateral (Phase II) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	10-Sep-20	Irrigation Canal Improvements	$ 1,687,658.89
Las Milpas - Hidlago Park Estates	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	4-Aug-20	Irrigation Canal Improvements	$ 697,085.69
PD Lateral (Phase I) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	20-Jul-20	Irrigation Canal Improvements	$ 2,417,679.61
South Conway Lift Station Sanitary Sewer & Water Line Improvemtns Betwwen US 83 and Military RD	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	12-Mar-20	Swere line Improvments	$ 2,326,579.41
Hidalgo Drain & Dicker Road Box Culvert Crossing	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	11-Feb-20	Box Culvert	$ 494,718.55
Hidalgo Couty - GLO 2015 Floods Gran 18-271-000-A923	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	27-Jan-20	Flood Drainage Improvements	$ 1,209,772.65
Hidalgo County Precinct NO. 4 JO9 Phase IV Rural Drainage Development 2012 Bond Project	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	3-Dec-19	Drainage Development	$ 1,013,662.67
Bentsen Palm Dev. Sanitary Sewer Improvemtns Phase II	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Dec-19	Swere line Improvments	$ 644,077.54
Chapparral Drain Extension Improvemtns (60 inch RCP Jack & Bore- Donna Irrigation Crossing)	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	22-Oct-19	Flood Drainage Improvements	$ 177,697.31
Hidlago Drain (Military Raod Crossing) - 2018 Bond Referendum Project #13	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Samuel D Maldonado PE RPLS SAM Engineering and Surveying McAllen TX 956-702-8880	23-Sep-19	Drainage Development	$ 248,397.50
Santa Maia ISD Workshop Facility Park Lots Drainage Improvemts Ect	Santa Maria ISD PO BOX 448 Santa Maria TX 78592 956-565-6308	Gignac & Associates LLC 956-365-4820	21-May-19	Workshop Facility, Parking Lots Drainage Improvements	$ 1,739,514.00
City of Mission Anzalduas Highway Wastewater and Water Truck Lines Phase 2	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Raul Garcia JR PE Halff Associates Inc 956-664-0286	1-Feb-19	Swere line Improvments	$ 3,865,565.93
Pharr - McAllen Drain Improvemtnts - 2018 Bond Referendum Project #31	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	L&G Consulting Engineers 956-565-9813	9-Jan-19	Flood Drainage Improvements	$ 815,041.38

Agua SUD's Palmview Wastewater Collection System Main Lift Station & Force main Convyance System	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	M2 Engineering PLLC 1810 E Griffin Parkway Mission TX 956-600-8628	1-Dec-18	LiftStation	$ 7,317,450.74
Penitas Drain Phase II	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	1-Nov-18	Drain Improvmetns	$ 2,115,179.00
US 83 Route Relife Utility Relocaton	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	1-Aug-18	12" WaterLine and 20" Steel Casing	$ 230,634.00
Benstsen Palm Lift Station Breyfogle	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Apr-18	Lift Station	$ 1,235,213.00
Tio Cano Water Shed Relief Via The Vilson Canal	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261	SWG Engineering LLC 956-968-2194	1-Nov-17	Cas IN Place	$ 1,213,861.00
East Donna Drainage Improvemtns	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 1,042,226.00
Drainage Improvements South Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 814,038.30
Drainage Improvements Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 707,789.13
Drain "E" & E1 Channel Lininning Phase III	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	9-Jul-15	Excavation & Concrete Linning of Drainage canal	$ 570,302.00
Drainage Improvemtns for AN47 Drainage Canal At the Evans & Wilson Crossing	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261		7-Jul-15	Drain Improvmetns	$ 1,336,252.00
Shunior Drain Ditch -Val Verde Rd					$ 325,993.00
San Vicente Wastewater Collection System					$ 260,649.00
San Benito Dialysis Center					$ 356,000.00
Lift Station 45 Relocatin					$ 404,226.00
Keppel AmFels Waterline Relocation					$ 446,709.00
Jones Box Park Improvements					$ 589,465.00
Drain "A" Widening Drainage Improvements Phase II					$ 2,499.21
Anzalduas Highway Wastewater & Water Trunklines Phase 2					$ 3,875,266.00

Contracts on hand	End Date	Contract $	Owner
Drainage Area Improvements for Y Drain PhI, Tower Road between Rogers and Monte Cristo & Curry Drain and Valverd	1/26/2024	$ 628,815.00	HCDD#1
Glasscock (ML06n) Drainage Improvements	12/27/2023	$ 3,712,513.56	City of Mission
Weslaco Drain Improvement (proposed Additional 10'X10' Box with Gate Structure)"	12/21/2023	$ 454,974.00	HCDD#1
MILE 9 AND FM 1015 - PACKAGE 1B IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT #24	10/21/2023	$ 4,377,859.47	HCDD#1
SOUTH LATERAL DRAIN STRUCTURE - IBWC#23AL: - 2018 BOND REFERENDUM PROJECT NO 34	12/26/2023	$ 1,717,694.00	HCDD#1
MID VALLEY AIRPORT - IBWC DITCH 18 B DRAINAGE IMPROVEMENTS 2018 REFERENDUM PROJECT NO 33	12/21/2023	$ 1,309,757.75	HCDD#1
WILLAMAR DRAIN DITCH IMPROVEMENTS SOUTH OF SAN PERLITA, TEXAS FLOOD MITIGATION	3/23/2024	$ 1,029,166.17	Willacy County
SOUTH "I" RD. USIBWC STRUCTURE 82L - DRAINAGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	4/27/2024	$ 1,204,334.50	HCDD#1
		$ 14,435,114.45	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23

Albert Garza
Name of Bidder

A. Garza
Signature of Bidder

Authorized Signatory of Mor-Wil, L.L.C.
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Blue Cat Rantals		956-464-0123

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	Ferguson Waterworks
	1900 W. Expressway 83, Mission, Texas 78572
	T: (956) 584-8199 C:(956) 703-2131
	E: david.aguirre2@ferguson.com

BIDDER

Executed this: 12 Day of : December 20. 23

By: Albert Garza

BIDDER

Title: Authorized Signatory a. garza

NOTARY PUBLIC

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594

State of Texas

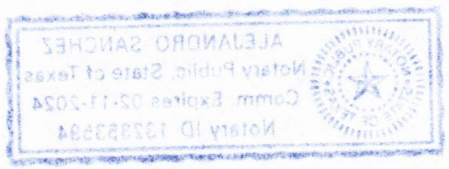
County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December 2023

Alejandro Sanchez

Alejandro Sanchez NOTARY PUBLIC

END OF SECTION


ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-17-2024
Notary ID 132983984

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

COMPACTORS



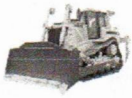
EXCAVATORS



BACKHOE LOADERS



BULLDOZERS



MOTOR GRADERS



956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

PARTS / ATTACHMENTS



WATER TRUCKS



BRUSH & WOOD WASTE



ENVIRONMENTAL SOLUTIONS

BLUECAT
ENVIRONMENTAL SOLUTIONS DIVISION

Newsletter

By subscribing to our company newsletter you will always be up-to-date on our latest promotions, deals and vehicle inventory!

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956.464.0123

Financing Calculator

Cost of Vehicle ($):	10000
Down Payment ($):	1000
Annual Interest Rate (%):	7
Term of Loan in Years:	5
Frequency of Payments:	Bi-Weekly

Calculate My Payment

NUMBER OF PAYMENTS:	130
PAYMENT AMOUNT:	$82

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Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

CITY OF EDINBURG NON-BRIBERY MODEL FORM

12/12/2023
Mor-Wil,LLC
Albert Graza
808 S. Shary Rd Ste 5 PMB 274
Mission Tx 78572

Dear [*Name of Owner*] :

The undersigned party certifies that [*Mor-Wil,LLC*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Albert Garza
Printed name
A.Garza
Signature
Authorized Signature
Position in bidding company
12/12/2023
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A.Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

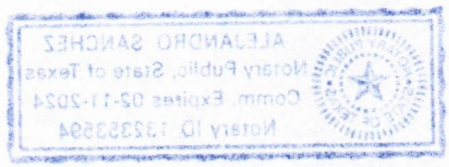
ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: Feburary 11, 2024
[Expiration Date]

END OF DOCUMENT


ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture: N/A

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274, Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza
[Typed Name and Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC
[Typed Name of Company:]

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
[Typed Name & Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	**CONTACT NAME:** Mindy Rivera **PHONE (A/C, No, Ext):** (956) 565-2481 **FAX (A/C, No):** (956) 565-2733 **E-MAIL ADDRESS:** mindy@mcafeeagency.com
INSURED MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** General Security Indemnity Co. of Arizona **INSURER B :** National Liability & Fire Ins. Co. **INSURER C :** United Specialty Insurance Company **INSURER D :** Texas Mutual Ins. Co. — 22945 **INSURER E :** Fortegra Specialty Ins. Co. **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Hidalgo County Drainage District No1

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: Omar Anzaldua Jr

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: City of Mission

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: JP Terrazas <jpterrazas@missiontexas.us>

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: M2 ENGINEERING, PLLC

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: EMIGDIO "MILO" SALINAS, PE

Date: _____

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

Mor-Wil, LLC

Printed Name and Title:

Albert Garza Authorized Signatory

Authorized Signatory:

A.garza

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Mor-Wil, LLC
(Full, correct legal name)

- Address: 808 S SHARY RD, STE 5 PMB 274
  Mission TX 78572
- Telephone/Fax: 956-456-0623
- Email address: albert.garza03@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No x___

3. Is your Company authorized and/or licensed to do business in Texas?
Yes x No____

4. Where is the Company's corporate headquarters located? Mission, Texas 78572

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No x___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. 0

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No x___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Albert Garza
Address: 808 S SHARY RD, STE 5 PMB 274 MISSION, TX 78572
Telephone: 956-456-0628
Fax: none
Email: albert.garza03@yahoo.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
_____
_____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
_____
_____
_____

10. Provide any other names under which your business has operated within the last 10 years.

_____
none
_____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

A.garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Albert Garza, the undersigned representative of

Mor-Wil, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

A. Garza

SIGNATURE OF COMPANY REPRESENTATIVE:

Albert Garza Authorized Signatory

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Albert Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Mor-Wil, LLC (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign A.Garza

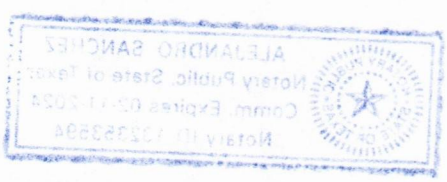
Title Authorized Signatory

Subscribed and sworn to me this 12 day of December 2023.

By: Albert Garza

Notary Public Alejandro Sanchez

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594


ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132953994

My commission expires

Feburary 11, 2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Albert Garza

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 a.garza

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Hidalgo County Drainage District No1

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: Omar Anzaldua Jr

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: City of Mission

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: JP Terrazas <jpterrazas@missiontexas.us>

Date: _____

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: M2 ENGINEERING, PLLC

Reference Company Name: Mor-Wil, LLC

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: EMIGDIO "MILO" SALINAS, PE

Date: _____

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

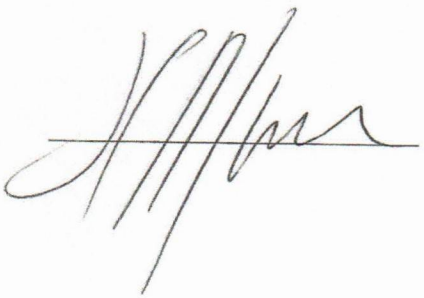
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



Mor-Wil, L.L.C



Main Office

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78574
P: (956) 456-0628

Owner

Prisciliano Gracia Gracia

Team Members

Primary Contact:
Albert Garza III
Project Manager
(956) 456-0628

Prisciliano Gracia Gracia
General Manager
(956) 655-9934

Warranty

1 Year

Texas Secretary of State

Filling No. 800475951

Organization Information

Mor-Wil, L.L.C

Established April 5, 2005, Mor-Wil, L.L.C has taken on many challenging projects. Along the way, it has acquired skills, knowledge, and experience in building solutions, project management services, building trades, and other related engineering works.

Mor-Wil, L.L.C is a limited liability company that has been providing services to the Rio Grande Valley for 15 years. 100% of its $16,000,000 value of work, done over its 15-year span, has been done in the Rio Grande Valley. While providing competitive pricing, a safe working environment, and delivering quality work within a reasonable time frame.

To date, Mor-Wil, LLC has no claims on work-related injuries andholds a .95 rating for its Workers Compensation Insurance.

No litigations are pending and will comply with any background checks as required.

As prime contractor Mor-Wil, L.L.C takes part in small and large projects. While implementing project management services to organize specialized trades for commercial and government developments. At the same time, Mor-Wil, L.L.C 's staff is on hand to respond to any immediate drawbacks and to ensure we stay on budget. Using specialized systems and up to date technology Mor-Wil, L.L.C commits to fulfill their client's needs.

Mor-Wi, L.L. C strives to give its clients a pleasant experience by

- Being in constant communication
- Meeting the project's objective
- Tracking the project progress and fine-tuning deviations
- Supervising closely the quality of the work provided

Education

Graduated from Mexico State University
CPA courses

Fields of Proficiency

Cost Control
Strategic Planning
Staff Development
Quality Assurance
Team Leadership
Project Management

Government Experience

Hidalgo County Drainage District
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility
Mission Redevelopment Authority
Hidalgo County Urban County Program
Hidalgo County Precinct No. 3
East Rio Hondo Water Systems

Prisciliano Gracia Gracia General Manager

Mr. Gracia Gracia brings 34 years of cost control and management experience to Mor-Wil, L.L.C. As owner and general manager, his decisions made Mor-Wil, L.L.C a prime contender in government projects as well as small industries. As a leader, he has brought together a strong team to meet his client's expectations.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex

Education

University of Texas Brownsville
Business Management Courses

Fields of Proficiency

Project Management
Site Planning
Budgeting
Scheduling
Staffing
Organizing
Team Management

Government Experience

Hidalgo County Drainage District
Hidalgo County Precinct No. 3
Cameron County Drainage District
City of La Feria
City of Mission
City of Pharr
City of Progresso
Texas Commission of Environmental Quality
Brownsville Public Utility Board
Port of Brownsville
AGUA Specialty Utility District
Mission Redevelopment Authority
Hidalgo County Urban County Program
East Rio Hondo Water Systems
International Boundary & Water Commission

Albert Garza III Assistant General Manager

Mr. Garza has 20 years of management experience. Mr. Garza oversees the day to day operations of Mor-Wil, L.L.C. Mr. Garza oversees staffing, scheduling, planning, and budgeting. During his time with Mor-Wi, L.L.C Albert Garza III has used his problem-solving skills and management experience to ensure the company follows through its commitment to our clients.

Experience

- City of La Feria: Tio Cano Water Shed Relief via The Wilson Canal
- City of La Feria: Drainage Improvements for the AN47 Drainage Canal at Evans and Wilson Crossing
- Hidalgo County Drainage District No. 1: Drainage Project East Donna Drain Improvements
- Hidalgo County Drainage District No. 1: Drainage Improvements Project South Mercedes Drain
- Hidalgo County Drainage District No. 1: Drainage Improvements Project Mercedes Lateral
- Hidalgo County Drainage District No. 1: Schunior Drain Ditch Val Verde Rd
- Hidalgo County Precinct No. 3: Penitas Drain Phase II
- City of Mission: Bentsen Palm Lift Station Breyfogle
- City of Mission: Anzalduas Highway Wastewater & Water Trunk lines Phase II
- Cameron County Drainage District: North County Drain Channel Lining 2018
- Cameron County Drainage District: Drain "A" Widening Drainage Improvements Phase II
- Brownsville Public Utilities Board: Lift Station 45 Relocation Project
- City of Pharr: Jones Box Park Improvements
- City of Progreso: Fire Station Parking Lot
- US Renal Dialysis: US Renal Dialysis Center San Benito
- East Rio Hondo Water Systems: San Vicente Wastewater Collection Systems
- Mor-Wil, LLC: Mor-Wil, L Apartment Complex
- International Boundary & Water Commission
  Leeve Rehabilitation Project
- Phillips & Jordan Construction
  Levee Project 23rd St.-McAllen, Texas

Completed Projects

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation & Concrete Lining of Drainage Canal
Contract Value $570,302

Cameron County
Job: Drain "A" Widening Drainage Improvements
Excavation of Canal to Widen Flowline
Architect: Brown, Leal & Associates (956) 428-4014
Contract Value: $200,421
Completed: July 2016

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956)381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12 in force main.
Contract Value: $1,235,213

Aqua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal, & Associates (956)428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: $230,634
Completed: August 2018

Hidalgo County Precinct NO. 3 (Urban County Program)
Job: Penitas Drain Phase II
Engineer: Javier Hinojosa Engineering (956)668-1588
Scope: Flood Drainage Improvements known as the "Penitas Drain Phase II"
Contract Value: $2,115,179
Completed

Completed

October 2015

Project ContractValue

$1,336,252

Engineer

SWG Engineering
Alfonso A Gonzalez P.E.
(956) 968-2194

Completed Projects



Drainage Improvements for the AN47 Drainage Canal at the Evans & Wilson Crossings

Client:

City of La Feria
(956) 797-1898

Work Scope: Convert four 60" Drain Pipes into one 30" pipe on Evans Canal and a 60" pipe on Wilson Canal

- Excavate 300 LF
- Concrete Lining of Drainage Canal
- Install 250 LF of 60" Steel Pipe
- Install 213 LF 30" Steel Pipe
- Install Concrete Support Structures
- Install and Concrete incase 30' Soil Nails
- Erosion Control
- Drainage

This project was one of the most difficult and unique jobs that Mor- Wil, L.L. C encountered. During construction, we identified a situation with the subgrade where it was determined 30' soil nails need to be installed. We had to completely dewater the drainage canal to install them. At the end Mor-Wil, L.L.C finalized and provided a satisfactory service to the client.

Completed Projects

Project: Mercedes Lateral-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro Mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

July 2017

Project Contract Value

$694,289

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed Projects

Project: South Mercedes Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1

(956) 292-7080

Work Scope:

- Install Self Priming Trailer Mounted Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 18" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation
- Install Gate well Structure
- Install Concrete Suction Box with Grate

Completed

August 2017

Project Contract Value

$809,988

Engineer

TEDSI Infrastructure

Mark D. Corbitt, P.E.

Project Manager (956) 424-7898

Completed

August 2017

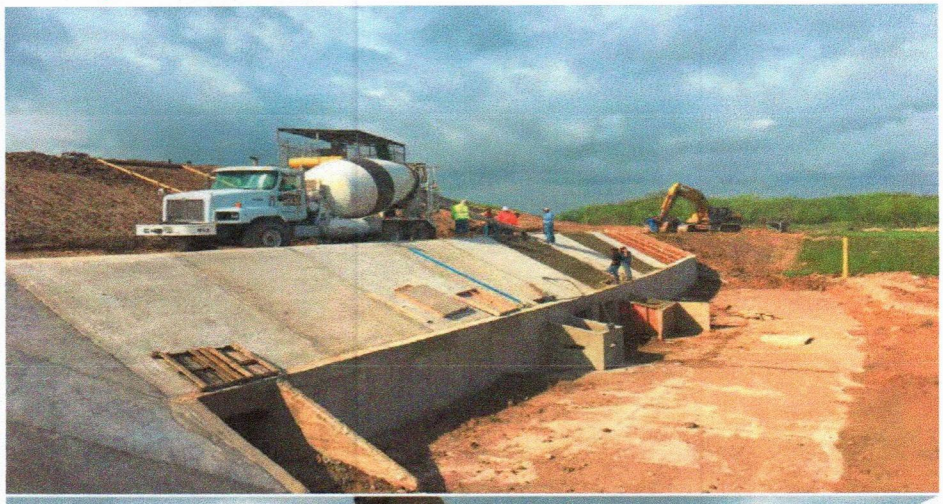
Project ContractValue

$1,042,226

Engineer

TEDSI Infrastructure
Mark D. Corbitt, P.E.
Project Manager (956) 424-7898

Completed Projects





Site work, Utilities, and Parking

Drainage Improvements Project East Donna Drain-Flood Pump

Client:

Hidalgo Drainage District No. 1
(956) 292-7080

Work Scope:

- Install Centrifugal Pump
- Build 6" Concrete wall & Box (in cased in place)
- Install 12" to 16" Steel Pipes
- Build Concrete Headwall & Sluice Gates
- Install Sediment Control Fence
- Hydro-mulch Seeding
- Dewatering
- Build Concrete Rip Rap (Type A)
- Channel Excavation

Completed Projects Continued

Cameron County Drainage District #3
Job: Drain "E" & "E1" Channel Lining Phase III
Excavation and Concrete lining of Drainage Canal
Contract Value: $570,302
Completed:

City of La Feria
Job: Tio Cano Water Shed Relief via The Wilson Canal
90' Cast-in-Place 10x5 Concrete Box and 4200LF of 36" RCP
Engineer: SWG Engineering, LLC (956) 968-2194
Contract Value: 1,253,978
Completed: November 2017

City of Mission
Job: Bentsen Palm Lift Station Breyfogle
Architect: Melden and Hunt, Inc. (956) 381-0981
Scope: Construction of Lift Station near Breyfogle Street and approximately 5,000 LF of 12-inch gravity flow sewer main and approximately 6,400 LF of 12-inch force main.
Contract Value: 1,235,213
Completed: April 2018

Agua Specialty Utility Relocation
Job: US 83 Route Relief Utility Relocation
Architect: Brown, Leal & Associates (956) 428-4014
Scope: 2950 LF of 12" Waterline and 460 LF of 20" Steel Casing (bore and open-cut) along with appropriate appurtenances.
Contract Value: 230,634
Completed: August 2018

Hidalgo County Precinct No. 3 (Urban County Program)
Job: Peñitas Drain Phase II
Engineer: Javier Hinojosa, P.E. (956)668-1588
Scope: 1,464 LF of an 8'X6' concrete box & 552 LF of a 10'x5' concrete box, removal and Replacement of 100 LF existing canal, excavation of 21,000 CY of a ditch, 380 LF of RC pipe, Encasing of fiber optics, installation of a steel casing around sewer line, driveway repair, installation of down drain and wing walls, installation of gate inlet and removal of 300 LF of existing culvertt, installation of 7,000 SY of concrete rip rap and 5,000 SF of rock rip rap
Contract Value: $2,115,179
Completed: November 2018

Completed Projects Continued

City of Mission

Job: Anzalduas Highway Wastewater and Water Truck lines Phase 2

Architect: Halff Associates, Inc. Raul Garcia Jr., P.E. (956)664-0286

Scope: 16,182 LF 12" waterline, 11,412 LF 16" waterline; 8,8664 LF 12" sewer line, 5,231 LF 15" sewer line, 4,069 LF 21" sewer line, 43 48" fiberglass manholes, 42 fire hydrants, 190 LF 24" steel bore casing, 60 LF 30" steel bore casing, 156 LF 26" steel bore casing, 449 LF 21" steel bore casing & 421 SY of asphalt

Contract Value: $3,814,448

Completed: February 2019

Military Road Crossing-2018 Bond Referendum Project #13

Client: Hidalgo County Drainage District No. 1

Contract Value: $200,322.50

Engineer: L&G Consulting

Engineers, Inc.

Completed: January 2020

Chaparral Drain Extension Improvements (60 inch RCP Jack and Bore Dona Irrigation Crossing)

Client: Hidalgo County Drainage District No. 1

Contract Value: $145,757.63

Engineer: Hidalgo County Drainage District No.1 Jose Noe Saldivar, P.E.,C.F.M

Completed: April 2020

Agua SUD's Palmview Wastewater Conveyance System & Force Main

Client: Agua Specialty Utility District

Contract Value: 5,000,000

Percent Completed: 100%

Engineer: S&B Infrastructure, Ltd.

Completed Projects Continued

Pharr-McAllen Drain Improvements-2018 Bond Referendum Project #31
Client: Hidalgo County Drainage District No. 1
Contract Value: 654,951
Percent Completed:o 1 o o %
Engineer: L&G Consulting Engineers, Inc.
Davie A. Saenz, P.E., C.F.M
(956)583-7117

Hidalgo Drain & Dicker Rod Box Culvert Crossing

Client: Hidalgo County Drainage District No. 1
Contract Value: $461,346.62
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080

Hidalgo County – GLO 2015 Floods Grant 18-271-000-A923

Client: Hidalgo County – Urban County Program
Contract Value: $1,195,327.83
Percent Completed: 100%
Engineer: Hidalgo County Drainage District No.1
Jose Noe Saldivar,
P.E.,C.F.M
(956)292-7080.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

December 14, 2018

Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.
Edinburg, Texas 78542

RE: Reference letter for Mor-Wil, L.L.C.

To Whom It May Concern:

I am writing this reference letter to express sincere gratitude toward Mor-Wil, L.L.C. regarding the Schunior Drain Ditch Improvements and Penitas Drain Phase II project constructed for the Hidalgo County Drainage District No. 1 (HCDD No. 1). Mor-Wil, L.L.C. was supportive and professional throughout the projects. Project submittals were provided in a timely and efficient manner. The change orders that were required for the project were priced fairly and required minimal negotiations. They worked on schedule and addressed any punch list items for the projects expeditiously.

Due to the cooperation professional attention and work–ethic Mor-Wil, L.L.C. demonstrated on these projects, we recommend them for any future projects.

If you have any questions, please feel free to give me a call at 956-292-7080.

Sincerely,
HIDALGO COUNTY DRAINAGE DISTRICT No.1

Noe Saldivar, P.E., CFM
District Engineer III

C: Raul E. Sesin, P.E., CFM, District General Manager

Letter of Recommendation

Public Works Department

July 31, 2017

City of Mission
2801 N. Holland
Mission, Tx 78574

RE: Reference Letter

To whom it may concern:

I am writing this reference letter at the request of Mor-Wil, LLC, with respect to a Sanitary Sewer Project Construction with the City of Mission. Mor-Wil, LLC was cooperative and professional throughout the project. Change Orders were fairly priced and turned in with related material for documentation. They have been working on schedule and have address up-to-date outstanding punch list items in project.

Due to the cooperation and professional attention and the work Mor-Will, LLC has delivered we recommend them.

If you have any questions, please feel free to give me a call at (956) 580-8780.

Sincerely,

Roberto Salinas, P.E.
City of Mission
Public Works Director

2801 N. Holland • Mission, Texas 78574 • (956) 580-8780 • Fax: (956) 580-8782

Letter of Recommendation

Randy C. Winston, P.E., President
Alfonso Gonzalez, P.E., Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Humberto Lopez, EIT, Associate

May 13, 2016

Re: Letter of recommendation

To whom it may concern:

Mor-Wil has performed work for the city of La Feria. They have been able to complete the projects in a satisfactory and timely manner.

If you have any questions, please give me a call at (956)968-2194.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.

Alfonso A. Gonzalez, P.E

AAG:cdz

Letter of Recommendation

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BODE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA
TBPE Firm # F-1435
TBPLS # 10096900

April 4, 2017

To Whom It May Concern:

I had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service that they provided.

Throughout the course of the project I felt Mr. Garza was a consummate professional. He was accurate in his initial assessment of the scale and cost of our project.

Our job was done with care a precision. In addition he and his assistants never left the worksite in disarray. They regularly visited the jobsite to help coordinate any required field changes as they were discovered so that design intent was upheld while ensuring that our construction schedule was never compromised.

The cooperation and collaboration Mr. Garza brought to the table everyday was greatly appreciated. This atmosphere resulted in a truly enjoyable project experience for everyone involved, and a successful end result. I look forward to the opportunity to work with Mor-Wil, LLC again.

Sincerely,

Mario A. Reyna
Vice-President

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2023

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	CONTACT NAME: Mindy Rivera	
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481	FAX (A/C, No): (956) 565-2733
	E-MAIL ADDRESS: mindy@mcafeeagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : General Security Indemnity Co. of Arizona	
INSURED MOR WIL LLC 808 S. Shary Rd. Ste 5 PMB 274 Mission TX 78572-8568	INSURER B : National Liability & Fire Ins. Co.	
	INSURER C : United Specialty Insurance Company	
	INSURER D : Texas Mutual Ins. Co.	22945
	INSURER E : Fortegra Specialty Ins. Co.	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23-24 RENEWAL **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GSA4639112449-02	09/19/2023	09/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APS113972	09/19/2023	09/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BTN2330680	09/19/2023	09/19/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001272519	07/11/2023	07/11/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Hired/Non Owned Auto			FMC-HNO01000194-02	09/19/2023	09/19/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Insurance Purposes

CANCELLATION

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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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Certificate of Insurance

Project References

Roberto Salinas, P.E.
Public Works Director
City Of Mission
(956) 580-8780

Mario Reyna, P.E.
Assistant Project Manager
Melden & Hunt
(956) 500-2734

Raul Sesin
General Manager
Hidalgo County Drainage Dist. 1
(956) 292-7080

Repeated Customers

City of La Feria
(956) 797-1898

City of Mission
(956) 580-8650

Hidalgo County Drainage District 1
(956) 292-7080

Cameron County
Drainage District #5
(956) 423-6411

Administration Contacts

Belinda Sanchez
Administrative Manager
(979) 324-6949
www.admin@mor-wil.com

Bonding Company

MERCHANTS BONDING COMPANY
800-678-8171

Agent

Magda E. Escandon
321 W 2nd St, Mercedes, TX 78570
(956) 565-2481

Mor-Wil, L.L.C

808 S. Shary Road Suite 5 PMB 274
Mission, Texas 78872
(956) 456-0628
www.mor-wil.com

360 TRAINING™

CERTIFICATE OF COMPLETION

This certifies that

Belinda Padilla Sanchez

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	05/25/2023

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0083906

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

IBC

February 10, 2022

From: John Michael Ortega – First Vice President

Re: Mor Wil LLC (Prisciliano Gracia Gracia)

To Whom It May Concern:

I understand Mr. Gracia is being asked to provide a letter of reference and as such, I am pleased to provide the following information. IBC has had a strong banking relationship with Mr. Gracia and his related entities for more than 20 years. IBC has financed numerous projects for Mr. Gracia and have a high regard for his reputation as a businessperson. We value our banking relationship with Mr. Gracia.

Should you have any questions, please do not hesitate to call me at (956) 632-3514.

Sincerely,

John Michael Ortega
First Vice President, Commercial Lending
IBC Bank – McAllen

CC: Adrian Villarreal

CONSTRUCTION & DEVELOPMENT

415 Catholic War Veterans Blvd. Suite 4
Mission TX 78572
(956)588-1989

February 9, 2022

To Whom It May Concern:

I've had the opportunity to work with Albert Garza of Mor-Wil, LLC, and would like to express my appreciation for the excellent service they have provided regarding the Summer Lakes Phase I project in Olmito, TX. All documentation is provided in a timely manner. Due to the cooperation, professional attention, and work ethic Mor-Wil, LLC provides we look forward to working with them on future projects.

If you have any questions, please feel free to give me a call at 956-432-9010.

Sincerely,

JESUS A. TREVIÑO
PRESIDENT
CS CONSTRUCTION & DEVELOPMENT
PH. (956)588.1989
415 CATHOLIC WAR VETERANS BLVD. STE.4
MISSION TX. 78572
WWW.CSDEVELOPERS.NET

To whom it may concern:

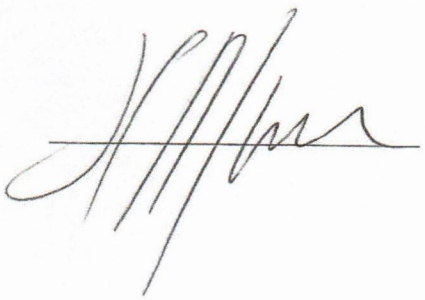
2/10/2022

This letter is to inform you that we recommend Mor-Wil as a contractor for development infrastructure. The company provided development in over 15 acres of property in Pharr and looking forwards to another 20 acres in McAllen in the near future.

GARMAN Investments, LP

1007 Sycamore Ave.

McAllen TX 78501



MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Mor-Wil, LLC

(hereinafter called the Principal) as Principal, and the Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to City of Edinburg

(hereinafter called the Obligee) in the full and just sum of (5% G.A.B. Five Percent Greatest Amount Bid) Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 12th day of December, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for Schunior Detention Pond Phase 3

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants Bonding Company (Mutual), as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: _____

Mor-Wil, LLC
Principal

By A. Garza

Attest: _____

Merchants Bonding Company (Mutual)

By Magda E. Escandón
Magda E. Escandón

CON 0333 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Araceli Vela; Carmen Trujillo; Magda E Escandon; Mary Martinez; Richard Garza; Robert R Garza

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of July , 2020 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 9th day of July 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December , 2023 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1 – GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Mor-Wil, LLC		
Corporate Office			
Name:	Albert Garza	Phone number:	956-456-0628
Title:	Authorized Signatory	Email address:	albert.garza03@yahoo.com
Business address of corporate office:	808 S SHARY RD, STE 5 PMB 274 Mission, Texas 78572		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	April 2005	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Prisciliano Gracia	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$Any amount
Name:	Albert Garza	Title:	Authorized Signatory
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$any amount
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2 – LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3 – DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4 – SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Belinda Sanchez	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 10	360 Training	N/A
OSHA 30	360 Training	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	See attached								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5 – FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ❑$100,000 or less ❑ $100,000 - $500,000 ❑ $500,000 - $1,000,000 ❑ $1,000,000 - $5,000,000 ☑ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ❑ No

ARTICLE 6 – SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Merchants Bonding Company
Surety is a corporation organized and existing under the laws of the state of:	Iowa
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No	
Mailing Address (principal place of business):	PO BOX 14498 DES MOINES
	Iowa 50306-3498

Physical Address (principal place of business):	McAfee Insurance Agency		
	321 W 2nd		
	Mercedes, Tx 78570		
Phone (main):	9565652481	Phone (claims):	800-678-8171

ARTICLE 7 – INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		See attached	
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8 – CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	70
Estimate of revenue for the current year:	$18,000,000.00
Estimate of revenue for the previous year:	16,200,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	18	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9 – REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Mor-Wil, LLC
(typed or printed name of organization)

By: A. garza
(individual's signature)

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Designated Representative:

Name: Albert Garza
(typed or printed)

Title: Authorized Signatory
(typed or printed)

Address: 808 S SHARY RD, STE 5 PMB 274
Mission, Texas 78572

Phone: 956-456-0628

Email: albert.garza03@yahoo.com

Schedule A– Current Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County Drainage District No1		Project Name	South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34	
General Description of Project					
Project Cost	$1,748,494.00		Date Project	9/2/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Yvette Barrera PM	Engineer	HCDD#1	956-292-7080	"Barrera, Yvette" <yvette.barrera@hcdd1.org>
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Project Owner	Hidalgo County Drainage District No1		Project Name	SOUTH I RD WEST SIDE DRAIANGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	
General Description of Project					
Project Cost	$1,204,334.50		Date Project	03/03/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Roger Balandran	Engineer	HCDD#1	956-292-7080	
Construction Manager	Jose Noe Saldivar PE CEM	Engineer	B2Z ENGINEERING, LLC		NoeS@b2zeng.com

Project Owner	Hidalgo County		Project Name	North Main Drain III Phase II Existing Drainage Ditch Improvements	
General Description of Project					
Project Cost	$ 2,399,741.27		Date Project	9/15/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Jose Noe Saldivar PE CEM	Engineer	HCDD#1	956-292-7080	NoeS@b2zeng.com
Construction Manager	David Rivera	Engineer	B2Z ENGINEERING, LLC		davidr@b2zeng.com

Schedule B– Previous Experience with Similar Projects

Name of Organization	Mor-Wil, LLC				
Project Owner	Hidalgo County		Project Name	Howhn Stormwater	
General Description of Project					
Project Cost	$615,171.07		Date Project	12/5/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hidalgo County				
Designer	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Construction Manager			HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>

Project Owner	Hidalgo County Drainage District No1		Project Name	MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	
General Description of Project					
Project Cost	2,944,083.76		Date Project	10/19/2020	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name	Albert Garza		Belinda Sanchez		
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Raul E. Sesin, PE, CFM	District General Manager	HCDD#1	956-292-7080	Nora Cavazos <nora.cavazos@hcdd1.org>
Designer	Solveig Klassen	Engineer	HALFF ASSOCIATES, INC		sKlassen@halff.com
Construction Manager					

Project Owner	See attached		Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B– Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C– Key Individuals

Project Manager			
Name of individual		Albert Garza	
Years of experience as project manager		18 + years	
Years of experience with this organization		18 years	
Number of similar projects as project manager		15+	
Number of similar projects in other positions		15+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		25%	2/24/2024
MID VALLEY AIRPORT-IBWC DITCH 18B DRAINAGE IMPROVEMENTS 2018 BOND REFERENDUM PROJECT NO 19		25%	12/21/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	City of Mission PE
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Albert Garza	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Belinda Sanchez	
Years of experience as project manager		7	
Years of experience with this organization		5	
Number of similar projects as project manager		5	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
North Main Drain III Phase II Existing Drainage Ditch Improvements		15%	1/25/2024
South Lateral Drain Structure-IBWC#23 AL-2018 Bond Referendum Project No 34		10%	2/24/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raul E. Sesin, PE, CFM	Name	JP Terrazas
Title/Position	District General Manager	Title/Position	Engineer
Organization	HCDD#1	Organization	City of Mission
Telephone	956-292-7080	Telephone	
Email	Nora Cavazos <nora.cavazos@hcdd1.org>	Email	JP Terrazas <jpterrazas@missiontexas.us>
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Benito Rodriguez	
Years of experience as project superintendent		25 years	
Years of experience with this organization		5	
Number of similar projects as project superintendent		2	
Number of similar projects in other positions		3	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Y Drain		30%	3/16/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Omar Anzaldua Jr	Name	
Title/Position	Engineer	Title/Position	
Organization	HCDD#1	Organization	
Telephone	956-292-7080	Telephone	
Email	"Omar Anzaldua Jr." <omar.anzaldua@hcdd1.org>	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	16,166	25,110	8,944	0	25,500	5,331	5,331

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		16,166	25,110	8,944	0	25,500	1,600	1,600

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	1,600	40,373	0	41,973
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	8,944	40,373	1,293	50,610

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.83

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2022 **Exp-Date:** 07-11-2023

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2023 **Production Date:** 03/02/2023 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	80,170	120	36					
6229	.69	.41	109,684	757	310					
6319	.90	.30	259,756	2,338	701					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	191,768	288	86	1001260280	06	F	762	762
6229	.69	.41	809,948	5,589	2,291					
6306	1.19	.35	269,974	3,213	1,125					
6319	.90	.30	51,496	463	139					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2021 **Exp Date:** 07/11/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.15	.30	186,183	279	84	4001309738	06	F	657	657
6229	.69	.41	715,185	4,935	2,023	5001297049	06	F	3,912	3,912
6319	.90	.30	785,770	7,072	2,122					
8810	.03	.48	75,081	23	11					
Policy Total:			**1,762,219**	**Subject Premium:**	**53,553**	**Total Act Inc Losses:**			**4,569**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	6,509	9,886	3,377	0	24,500	984	984

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.06		6,509	9,886	3,377	0	24,500	295	295

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	295	30,618	0	30,913
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	3,377	30,618	391	34,386

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.90

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2020 **Exp-Date:** 07-11-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2021 **Production Date:** 04/12/2021 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2017 **Exp Date:** 07/11/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	94,617	170	49					
6229	.82	.39	282,778	2,319	904					
8810	.03	.46	2,304	1	0					
Policy Total:			**379,699**	**Subject Premium:**	**14,640**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.82	.39	223,762	1,835	716	4001140394	06	F	984	984
6319	.98	.29	198,708	1,947	565					
8810	.03	.46	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.18	.29	80,170	144	42					
6229	.82	.39	109,684	899	351					
6319	.98	.29	259,756	2,546	738					
8810	.03	.46	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,800	16,910	6,110	0	24,625	1,746	1,746

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		10,800	16,910	6,110	0	24,625	524	524

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	524	34,669	0	35,193
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	6,110	34,669	756	41,535

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.85

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 **Policy:** 0001272519 **Eff-Date:** 07-11-2021 **Exp-Date:** 07-11-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MOR WIL LLC **Risk ID:** 421382913

Rating Effective Date: 07/11/2022 **Production Date:** 02/17/2022 **State:** TEXAS

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2018 **Exp Date:** 07/11/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
6229	.72	.40	223,762	1,611	644	4001140394	06	F	984	984
6319	.93	.30	198,708	1,848	554					
8810	.03	.48	33,696	10	5					
Policy Total:			**456,166**	**Subject Premium:**	**19,564**	**Total Act Inc Losses:**			**984**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2019 **Exp Date:** 07/11/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	80,170	136	41					
6229	.72	.40	109,684	790	316					
6319	.93	.30	259,756	2,416	725					
8810	.03	.48	49,840	15	7					
Policy Total:			**499,450**	**Subject Premium:**	**17,364**	**Total Act Inc Losses:**			**0**	

42-TEXAS **Firm ID:** **Firm Name:** MOR WIL LLC

Carrier: 29939 **Policy No.** 0001272519 **Eff Date:** 07/11/2020 **Exp Date:** 07/11/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.17	.30	191,768	326	98	1001260280	06	F	762	762
6229	.72	.40	809,948	5,832	2,333					
6306	1.27	.36	269,974	3,429	1,234					
6319	.93	.30	51,496	479	144					
8810	.03	.48	60,398	18	9					
Policy Total:			**1,383,584**	**Subject Premium:**	**46,898**	**Total Act Inc Losses:**			**762**	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

Completed Projects	Owner	Design Enginner	Contract I	Type of Work	Orignal Cost
HCRMA UTILITES MOVE	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509		**7/11/2022**	Drainage Development	**$ 1,207,420.10**
TULIP (ML06m)	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	B2Z Enginnering	**11/21/2022**	Drainage Development	**$ 1,818,646.32**
HOEHN STORMWATER PROJECT	Hidlago County	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**12/5/2022**	Drainage Development	**$ 615,171.07**
J-08 Drain Improvements - 2018 Bond Referendum	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/19/2022**	Drainage Development	**$ 1,465,141.51**
MILE 9 N & FM 1015- PACKAGE 1A IMPROVEMENTS	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**10/19/2020**	Drainage Development	**$ 2,944,083.76**
MILE 9 N & FM 1015 PACKAGE 2- 2018 BOND REFERENDUM PROJECT #24	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Halff	**3/16/2021**	Drainage Development	**$ 1,217,121.18**
Cesar Chavez & Texan Road, Canton Rd & Tower Rd and Iowa Rd Drainage Areas	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	**8/12/2021**	**Drainage Development**	**$ 1,714,938.78**
K-07-02 Drain Improvements	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	B2Z Enginnering	3-Dec-21	Drainage Development	$ 797,639.50
Anaquitas Drain Structrue (proposed additional 2 10'x8' boxes with Gate Structures - 2018 Bond Referendum Project #8	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	16-Dec-21	Drainage Development	$ 1,497,200.19
Hidaglo County - urban County Program City of Hidalgo Flood Drainage Improvemtns (Old Townsite)	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	13-May-21	Drainage Development	$ 805,757.75
cameron County Drainage District No 5. North Main Drain Channel Linning 2018	Cameron County Drainge District No 5	Moore Land Sureying, LLC	26-Apr-21	Drainage Development	$ 2,246,699.32
City of Alton Trosper Road Detention Facility	City of Alton 416 South Alton BLVD Alton TX 956-432-0760	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	10-Mar-21	Detention Pond	$ 211,087.50
Ditch 47 & Ditch 350 Improvements (Mile 6 1/2 Crossing, Mile 10 N Crossing, Irrigation Canal Crossing, & Mile 9 N. Crossing)"	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	18-Dec-20	Irrigation Canal Improvements	$ 320,145.84
Cameron County Drainage District No. 5 - 2020 NRCS EWP Erosion Repairs	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	13-Nov-20	Flood Drainage Improvements	$ 1,500,742.85

Sunflower Drain - 2018 Bond Referendum Project #36	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	15-Sep-20	Flood Drainage Improvements	$ 988,803.19
PD Lateral (Phase II) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	10-Sep-20	Irrigation Canal Improvements	$ 1,687,658.89
Las Milpas - Hidlago Park Estates	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	4-Aug-20	Irrigation Canal Improvements	$ 697,085.69
PD Lateral (Phase I) - 2018 Bond Referndum Project #29	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Izaguirre Engineering Group LLC 7413 N La Homa RD Mission TX 78574 956-584-0054	20-Jul-20	Irrigation Canal Improvements	$ 2,417,679.61
South Conway Lift Station Sanitary Sewer & Water Line Improvemtns Betwwen US 83 and Military RD	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	12-Mar-20	Swere line Improvments	$ 2,326,579.41
Hidalgo Drain & Dicker Road Box Culvert Crossing	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	11-Feb-20	Box Culvert	$ 494,718.55
Hidalgo Couty - GLO 2015 Floods Gran 18-271-000-A923	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	27-Jan-20	Flood Drainage Improvements	$ 1,209,772.65
Hidalgo County Precinct NO. 4 JO9 Phase IV Rural Drainage Development 2012 Bond Project	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	3-Dec-19	Drainage Development	$ 1,013,662.67
Bentsen Palm Dev. Sanitary Sewer Improvemtns Phase II	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Dec-19	Swere line Improvments	$ 644,077.54
Chapparral Drain Extension Improvemtns (60 inch RCP Jack & Bore- Donna Irrigation Crossing)	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Jose Noe Saldivar, PE CFMC Hidalgo County Drainage District No1 902 N. Doolittle RD Edniburg TX 956-292-7080	22-Oct-19	Flood Drainage Improvements	$ 177,697.31
Hidlago Drain (Military Raod Crossing) - 2018 Bond Referendum Project #13	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	Samuel D Maldonado PE RPLS SAM Engineering and Surveying McAllen TX 956-702-8880	23-Sep-19	Drainage Development	$ 248,397.50
Santa Maia ISD Workshop Facility Park Lots Drainage Improvemts Ect	Santa Maria ISD PO BOX 448 Santa Maria TX 78592 956-565-6308	Gignac & Associates LLC 956-365-4820	21-May-19	Workshop Facility, Parking Lots Drainage Improvements	$ 1,739,514.00
City of Mission Anzalduas Highway Wastewater and Water Truck Lines Phase 2	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Raul Garcia JR PE Halff Associates Inc 956-664-0286	1-Feb-19	Swere line Improvments	$ 3,865,565.93
Pharr - McAllen Drain Improvemtnts - 2018 Bond Referendum Project #31	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	L&G Consulting Engineers 956-565-9813	9-Jan-19	Flood Drainage Improvements	$ 815,041.38

Agua SUD's Palmview Wastewater Collection System Main Lift Station & Force main Convyance System	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	M2 Engineering PLLC 1810 E Griffin Parkway Mission TX 956-600-8628	1-Dec-18	LiftStation	$ 7,317,450.74
Penitas Drain Phase II	Hidlago County - Urban Conty 956-797-8121	Jaiver Hinojosa PE 416 E Dove Avenue McAllen TX 78504 956-668-1588	1-Nov-18	Drain Improvmetns	$ 2,115,179.00
US 83 Route Relife Utility Relocaton	Agua SUD 3120 N Abram Road Palmview TX 956-585-2459	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	1-Aug-18	12" WaterLine and 20" Steel Casing	$ 230,634.00
Benstsen Palm Lift Station Breyfogle	City of Mission 1201 E. 8th St Mission TX 78572 956-580-4509	Mario Reyna Melden & Hunt 956-381-0981	1-Apr-18	Lift Station	$ 1,235,213.00
Tio Cano Water Shed Relief Via The Vilson Canal	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261	SWG Engineering LLC 956-968-2194	1-Nov-17	Cas IN Place	$ 1,213,861.00
East Donna Drainage Improvemtns	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 1,042,226.00
Drainage Improvements South Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 814,038.30
Drainage Improvements Mercedes Lateral	Hidlago County Drainage District No 1 902 N Doolittle RD Edinburg TX 956-292-7080	TEDSI Infrastruccture 956-424-7898	1-Aug-16	Drain Improvmetns	$ 707,789.13
Drain "E" & E1 Channel Lininning Phase III	Cameron County Drainge District No 5 Harlingen TX 956-423-6411	Moore Land Sureying, LLC 14216 Palis Drive La Feria TX 78559 956-245-0988	9-Jul-15	Excavation & Concrete Linning of Drainage canal	$ 570,302.00
Drainage Improvemtns for AN47 Drainage Canal At the Evans & Wilson Crossing	City of La Feria 155 E Commercial Ave La Feria TX 956-797-2261		7-Jul-15	Drain Improvmetns	$ 1,336,252.00
Shunior Drain Ditch -Val Verde Rd					$ 325,993.00
San Vicente Wastewater Collection System					$ 260,649.00
San Benito Dialysis Center					$ 356,000.00
Lift Station 45 Relocatin					$ 404,226.00
Keppel AmFels Waterline Relocation					$ 446,709.00
Jones Box Park Improvements					$ 589,465.00
Drain "A" Widening Drainage Improvements Phase II					$ 2,499.21
Anzalduas Highway Wastewater & Water Trunklines Phase 2					$ 3,875,266.00

Contracts on hand	End Date	Contract $	Owner
Drainage Area Improvements for Y Drain PhI, Tower Road between Rogers and Monte Cristo & Curry Drain and Valverd	1/26/2024	$ 628,815.00	HCDD#1
Glasscock (ML06n) Drainage Improvements	12/27/2023	$ 3,712,513.56	City of Mission
Weslaco Drain Improvement (proposed Additional 10'X10' Box with Gate Structure)"	12/21/2023	$ 454,974.00	HCDD#1
MILE 9 AND FM 1015 - PACKAGE 1B IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT #24	10/21/2023	$ 4,377,859.47	HCDD#1
SOUTH LATERAL DRAIN STRUCTURE - IBWC#23AL: - 2018 BOND REFERENDUM PROJECT NO 34	12/26/2023	$ 1,717,694.00	HCDD#1
MID VALLEY AIRPORT - IBWC DITCH 18 B DRAINAGE IMPROVEMENTS 2018 REFERENDUM PROJECT NO 33	12/21/2023	$ 1,309,757.75	HCDD#1
WILLAMAR DRAIN DITCH IMPROVEMENTS SOUTH OF SAN PERLITA, TEXAS FLOOD MITIGATION	3/23/2024	$ 1,029,166.17	Willacy County
SOUTH "I" RD. USIBWC STRUCTURE 82L - DRAINAGE IMPROVEMENTS - 2018 BOND REFERENDUM PROJECT NO 33	4/27/2024	$ 1,204,334.50	HCDD#1
		$ 14,435,114.45	

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 20 23

Albert Garza
Name of Bidder

A. Garza
Signature of Bidder

Authorized Signatory of Mor-Wil, L.L.C.
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
Blue Cat Rantals		956-464-0123

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	Ferguson Waterworks
	1900 W. Expressway 83, Mission, Texas 78572
	T: (956) 584-8199 C:(956) 703-2131
	E: david.aguirre2@ferguson.com

BIDDER

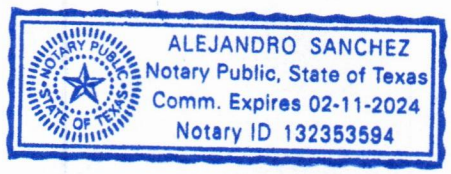
Executed this: 12 Day of : December 20. 23

By: Albert Garza

BIDDER

Title: Authorized Signatory a. garza

NOTARY PUBLIC



State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 12th day of December 2023

Alejandro Sanchez NOTARY PUBLIC

END OF SECTION

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

COMPACTORS



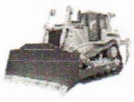
EXCAVATORS



BACKHOE LOADERS



BULLDOZERS



MOTOR GRADERS



956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

PARTS / ATTACHMENTS



WATER TRUCKS



BRUSH & WOOD WASTE



ENVIRONMENTAL SOLUTIONS

BLUECAT
ENVIRONMENTAL SOLUTIONS DIVISION

Newsletter

By subscribing to our company newsletter you will always be up-to-date on our latest promotions, deals and vehicle inventory!

956-464-0123
2300 EAST EXPRESSWAY 83
• DONNA, TEXAS • 78537

BLUECAT
956.464.0123

Financing Calculator

Cost of Vehicle ($):	10000
Down Payment ($):	1000
Annual Interest Rate (%):	7
Term of Loan in Years:	5
Frequency of Payments:	Bi-Weekly

Calculate My Payment

NUMBER OF PAYMENTS:	130
PAYMENT AMOUNT:	$82

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Mor-Wil, L.L.C
808 S. Shary Rd. Ste. 5, PMB 274
Mission, Texas 78572
(956)456-0628
www.mor-wil.com

CITY OF EDINBURG NON-BRIBERY MODEL FORM

12/12/2023
Mor-Wil,LLC
Albert Graza
808 S. Shary Rd Ste 5 PMB 274
Mission Tx 78572

Dear [*Name of Owner*] :

The undersigned party certifies that [*Mor-Wil,LLC*] complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Albert Garza
Printed name
A.Garza
Signature
Authorized Signature
Position in bidding company
12/12/2023
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Albert Garza *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Authorized Signatory	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: Albert Garza *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: Authorized Signatory	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
THE COUNTY OF Hidalgo § KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared

Albert Garza, who
[Affiant]

being by me duly sworn on his oath stated that he is Authorized Signatory, of
[Title]

Mor-Wil, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

A.Garza
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

ALEJANDRO SANCHEZ
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 132353594
[Notary Seal]

Notary Public in and for the State of TEXAS

Alejandro Sanchez
[Print or type Notary Public name]

My Commission Expires: Feburary 11, 2024
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture: N/A

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: Mor-Wil, LLC
Mailing Address: 808 S. Shary Rd., Ste. 5, PMB 274, Mission, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Albert Garza
[Typed Name and Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Mor-Wil, LLC
[Typed Name of Company:]

Albert Garza III
(Authorized Signatory) of Mor-Wil, LLC
[Typed Name & Title of Authorized Representative]

A. Garza
[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-007

Schunior Detention Pond Phase 3

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Monday, December 18, 2023

RBM Contractors, LLC Proposal

CONTACT INFORMATION

Company:
RBM Contractors, LLC

Email:
rbmcontractors@yahoo.com

Contact:
Braulio Rios

Address:
9721 E Monte Cristo Rd
Edcouch, TX 78538

Phone:
(956) 292-5556

Website:
www.rbmcontractors.com

Submission Date:
Dec 12, 2023 1:44 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Bid_proposal.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Cert_of_Ins_-__.pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE_(2).pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM_(3).pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Hose_Bill_89_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_conclusion_affidavit.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts

that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest.pdf

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE REFERENCES IS REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B_-_Past_Performance_Evalua...

Reference_from_owner..pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
Rio_Delta_Reference_Letter.pdfJavier_Hinojosa_Reference_Letter.pdfSanta_Cruz_Reference_Letter.pdf

PLEASE UPLOAD RESUMES FOR TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY. *
Braulio_Rios_Resume.docxCone_S_Salinas_Resume.pdfJuan_De_La_Garza_Resume.pdfAbrahamn_Izaguirre_Resume.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C_-_Bid_Bond_-_SECTION_0131...

Bid_bond.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*

Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

Statement_of_Bidders_Qualifications.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATION AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

Cert_of_Bidders_Experience_&_Qualifications.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

Equipment_&_Material_List.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

Non_Bribery_Form.pdf

PLEASE FILL OUT THE ATTACHED PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

K_-_Performance_Bond_(3).pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

L_-_Payment_Bond_(3).pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

Affidavit_of_Insurance.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

Form_of_Business.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

Cert_regarding_department.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	1	LS	$15,588.51	$15,588.51

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	MOBILIZATION	1	LS	$6,783.29	$6,783.29
3	SILT FENCE	5,549	LF	$2.79	$15,481.71
4	GRATE INLET PROTECTION	36	LF	$7.40	$266.40
5	CONSTRUCTION ENTRANCE	2	EA	$1,487.92	$2,975.84
6	SW3P	1	LS	$3,261.20	$3,261.20
7	DITCH EXCAVATION	2,536	CY	$26.49	$67,178.64
8	STONE RIP RAP (6 INCH)	756	SF	$56.53	$42,736.68
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,232.34	$251,397.36
10	CONCRETE WEIR RIP RAP	80	CY	$1,800.42	$144,033.60
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$74,712.02	$74,712.02
12	32" RCP DEMO	100	LF	$663.33	$66,333.00
TOTAL					**$690,748.25**

OWNER'S ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
TOTAL					**$100,000.00**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Braulio Rios, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RBM Contractors, LLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

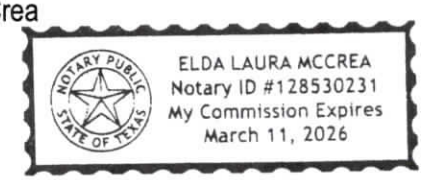
Subscribed and sworn to me this 11 day of December 2023.

By:

E. Laura McCrea

Elda Laura McCrea

Notary Public



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
12/11/2023

Company/Vendor Name:
RBM Contractors, LLC.

Printed Name and Title:
Braulio Rios, President

Authorized Signatory:

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RBM Contractors, LLC.		
Corporate Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:	President	Email address:	rbmcontractors@yahoo.com
Business address of corporate office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		
Local Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:		Email address:	rbmcontractors@yahoo.com
Business address of local office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	10/17/2019	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Braulio Rios	Title:	President
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Marcus Garcia - Safety Manager	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
RBM Contractors, LLC.	.96			.96			.96		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒$5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Gray Casualty and Surety Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	500 N. Shoreline Blvd. 1200
	Corpus Christi, TX 78401

Physical Address (principal place of business):	500 N. Shoreline Blvd. 1200 Corpus Christi, TX 78401		
Phone (main):	361-561-4253	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Cameron Insurance - Chaplain Specialty		Commercial General Liability	
Cameron Insurance- National Liability & Fire Ins		Automobile Liability	
Cameron Insurance - Chaplin Specialty		Umbrella Liabilty	
Texas Mutual		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 1986 Harlingen, TX 78551		
Physical Address (principal place of business):	1205 S. 77 Sunshine Strip Harlingen, TX 78550		
Phone (main):	956-428-2133	Phone (claims):	956-428-2133

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	68 employees
Estimate of revenue for the current year:	10 Million
Estimate of revenue for the previous year:	8 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	4 Yrs	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RBM Contractors, LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Braulio Rios
(typed or printed)

Title: President
(typed or printed)

Date: 12/11/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Designated Representative:

Name: Cone Salinas
(typed or printed)

Title: Engineer / Sr. Project Manager
(typed or printed)

Address:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Phone: 956-520-8707

Email: cone@rbmcontractors.com

Schedule A—Current Projects

Name of Organization	Duke Energy Sustainable Solutions				
Project Owner	Duke Energy Sustainable Solutions		Project Name	Duke LV4 T-58	
General Description of Project	Road Construction - Maintenenace				
Project Cost	1,328,000.00 yearly		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Braulio Rios	Juan De La Garza		Marcus Garcia	Juan De Las Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	William Ramirez	Manager Commercial Oper.	Duke Energy	956-221-6230	william.ramirez@duke-energy.com

Project Owner	Posillico Civil, Inc,		Project Name	Sharylnad Business Park	
General Description of Project					
Project Cost	1,397,961.80		Date Project Completed		
Key Project Personnel	Project Manager	Project Superinte		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Clayton Kindel	Project Manager	Posillico Inc.	956-373-1507	ckindel@posillicoinc. com

Project Owner	KNK Farms, LLC		Project Name	Santa Cruz Ranches No. 4	
General Description of Project	Roadway and Drainange Improvements				
Project Cost	2,334,448.25		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De La Garza		Marcus Garcia	Juan De laGarza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Krys Weyand	Project Engineer		832-287-3382	kweyland@scprgv.com
Designer					
Construction Manager	Rolando Quintanilla	Project Manager		956-383-0868	rquintanilla@scprgv.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	GDSS Developement		Project Name	San Martin No. 8 Subdivision	
General Description of Project	Roadway Construction				
Project Cost	454,582.27		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Zach Scurlock	Owner			zscurlock@aol.com
Designer					
Construction Manager					

Project Owner	Southern Border Constructors		Project Name	RGV08 Falcon Border Wall	
General Description of Project	Roadway Construction				
Project Cost	629,669.10		Date Project Completed	06/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De La Garza	Juan De la garza		Eduardo Cantu	Juan De la Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager	Daniel Mueller	Project Manager		516-375-5688	dmueller@sbcus.net

Project Owner	Posillico Civil Inc.		Project Name	TFC 1.75 Mile Wall	
General Description of Project	Roadway Construction				
Project Cost	641,641.25		Date Project Completed	01/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	City of McAllen		Project Name	2018 Bond Group C Drainage Improvements C1&C3	
General Description of Project	Drainage Improvements				
Project Cost	1,822,426.36		Date Project Completed	07/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Cone Salinas	Juan De la garza	Raquel marquez	Juan De La Garza	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez	Project Manager		956-681-1151	jorge.gutierrez@mcallen.net

Project Owner	City of McAllen		Project Name	N. 8th and Camelia St.	
General Description of Project	Drainage Improvements and Road work				
Project Cost	197,399.59		Date Project Completed	10/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Luis Garcia	Juan De la Garza	Eduardo Cantu	Juan De La garzaMario Cruz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mario Cruz	Project Manager		956-681-1151	mcruz@mcallen.net

Project Owner	City of MCAllen		Project Name	Dove Ave Widening	
General Description of Project	Road Work and Drainage				
Project Cost	272,831.35		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jose Luis Garcia	Juan De la garza	Eduardo Cantu	Juan De La garza	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez			956-681-1151	jorge.gutierrez@mcallen.net

Schedule C—Key Individuals

Project Manager			
Name of individual		Abrahamn Izaguirre	
Years of experience as project manager		5 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		4 years	
Number of similar projects in other positions		2 years	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDD1 - East Mercedes Drainage Improvements		100%	10/2023
City of McAllen - Intersections Improvements		100%	09/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Clayton Kindel	Name	Edgar Gonzalez EIT
Title/Position	Senior PM	Title/Position	Engineer City Planning
Organization	Posillico Civil Inc.	Organization	City of Mission
Telephone	956-373-1507	Telephone	956-458-8547
Email	ckindel@posillicoinc.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Juan De La Garza	
Years of experience as project superintendent		3 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		6	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of McAllen C1&C3 Drainage Improvements		100%	05/2023
HCDD1 - Eaast Mercedes Drainage Imrpvements		100%	10/2023
Southern Border Constructors - Border wall Projects		100%	08/223
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mario Cruz P.E.	Name	Roberto Salinas
Title/Position	Engineer	Title/Position	Director / Engineer
Organization	City of MCAllen	Organization	Agua Sud
Telephone	956-342-9664	Telephone	956-933-4865
Email	mcruz@mcallen.net	Email	
Project	2018 Bond Drainage Improvment C1&C3	Project	
Candidate's role on project	City Engineer	Candidate's role on project	

Safety Manager			
Name of individual		Marcus Garcia	
Years of experience as project manager			
Years of experience with this organization		6 months	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SPI 2023 Side Street Improvements		7%	04/2024
Weslaco Waterline & Sewer Improvements		32%	12/30/2023
Alberta Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raquel Marquez	Name	
Title/Position	Human Resources/Safety	Title/Position	
Organization		Organization	
Telephone	956-252-8840	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Juan De La garza	
Years of experience as project superintendent		6 years	
Years of experience with this organization		3 years	
Number of similar projects as project superintendent		17	
Number of similar projects in other positions		23	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
El Milagro Subdivision		16%	06/2024
Agave at 493 Subdivision		3%	05/2024
Alberta Road Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Salinas P.E.	Name	Mario Cruz P.E.
Title/Position	Director/Engineer	Title/Position	Engineer
Organization	Agua Sud	Organization	City of McAllen
Telephone	956-933-4865	Telephone	956-342-9664
Email		Email	mcruz@mcallen.net
Project		Project	2018 Bond Drainage improvements
Candidate's role on project		Candidate's role on project	City Engineer

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11 day of December, 20 23.

RBM Contractors, LLC.
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*12/11/2023*]

RBM Contractors, LLC.
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 8542

Dear *City of Edinburg*

The undersigned party certifies that RBM Contractors, complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Braulio Rios
Printed name

Signature

President
Position in bidding company

12/11/2023
Date

HOUSE BILL 89 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Braulio Rios, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

RBM Contractors, LLC.
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/11/2023.
[Date]

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

[Notary Seal]

E. Laura McCrea
Notary Public in and for the State of TEXAS

Elda Laura McCrea
[Print or type Notary Public name]

My Commission Expires: 03/11/2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RBM Contractors, LLC.
State of Incorporation: Texas
Mailing Address: 2919 N. Kenyon Rd. Ofc. 2 Edinburg,TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Braulio Rios, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RBM Contractors, LLC.

[Typed Name of Company:]

Braulio Rios, President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

SENATE BILL 13 VERIFICATION

I, Braulio Rios, the undersigned representative of RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
1994 Kenworth T600 Dump truck	X	
1995 WHGM Volvo Truck	X	
2000 CAT CP563D Compactor	X	
2002 CAT 430D Backhoe	X	
2007 CAT 330DL Excavator	X	
2007 CAT 430D Backhoe	X	
2008 CAT 140M Motor Grader 272	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Concrete	Magic Valley
6X2 RCV	Magic Valley Pipe
32" RCP	Rio Valley Pipe
Water Pump	Rain for rent

BIDDER

Executed this: 11 Day of : December 20. 23

By: Braulio Rios

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 11th Day of December 2023

Elda Laura McCrea E. Laura McCrea

NOTARY PUBLIC

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

END OF SECTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
	BARRICADE, SIGNS & TRAFFIC				
1	CONTROL HANDLING	1	LS	$15,588.51	$15,588.51
2	MOBILIZATION	1	LS	$6,783.29	$6,783.29
3	SILT FENCE	5549	LF	$2.79	$15,481.71
4	GRATE INLET PROTECTION	36	LF	$7.40	$266.40
5	CONSTRUCTION ENTRANCE	2	EA	$1,487.92	$2,975.84
6	SW3P	1	LS	$3,261.20	$3,261.20
7	DITCH EXCAVATION	2536	CY	$26.49	$67,178.64
8	STONE RIP RAP (6 INCH)	756	SF	$56.53	$42,736.68
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,232.34	$251,397.36
10	CONCRETE WEIR RIP RAP	80	CY	$1,800.42	$144,033.60
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$74,712.02	$74,712.02
12	32" RCP DEMO	100	LF	$663.33	$66,333.00
	Total				$690,748.25
	Owners Allowance	1	LS	$ 100,000.00	$ 100,000.00
	Grand Total				$ 790,748.25

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **RBM CONTRACTORS, LLC**	Name: **The Gray Casualty & Surety Company**
Address *(principal place of business)*:	Address *(principal place of business)*:
9721 E. Monte Cristo Rd.	**P.O. Box 6202**
Edcouch, TX 78538	**Metairie, LA 70009-6202**
Owner	**Bid**
Name: **City of Edinburg** Address *(principal place of business)*:	Project *(name and location)*:
415 W. University Drive	Request for Proposal 2024-007 Schunior Detention Pond Phase 3
Edinburg, TX 78539	Bid Due Date: December 12th, 2023

Bond

Penal Sum: Five Percent of the Greatest Amount Bid (5% G.A.B.)

Date of Bond: December 12th, 2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
RBM Contractors, LLC *(Full formal name of Bidder)*	The Gray Casualty & Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorn*
Name: Braulio Rios *(Printed or typed)*	Name: Tricia Balolong *(Printed or typed)*
Title: Owner	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: Theresa Gidley *(Printed or typed)*
Title:	Title: Surety Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** RBM Contractors, LLC

Project: Request for Proposal 2024-007 Schunior Detention Pond Phase 3

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Aaron Endris, Theresa L. Miller, and Tricia Balolong of Corpus Christi, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RBM Contractors, LLC.
(Full, correct legal name)

- Address: 2919 N. Kenyon Rd. Ofc. 2
  Edinburg, TX 78542
- Telephone/Fax: 956-520-8707
- Email address: rbmcontractors@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

1 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 10

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Cone Salinas
Address: 2919 N. Kenyo Rd Ofc. 2 Edinburg, TX 78542
Telephone: 956-520-8707
Fax: _____
Email: cone@rbmcontractors.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2023

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	CONTACT NAME: luis perez	
CAMERON INSURANCE GROUP INC PO BOX 1986 Harlingen, TX 78551 License #: 1607914	PHONE (A/C, No, Ext): (956)428-2133	FAX (A/C, No): (956)428-2193
	E-MAIL ADDRESS: luisperez@friendly-ins.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Champlain Specialty Insurance Company	16834
INSURER B :	National Liability & Fire Insurance Company	20052
INSURER C :	Champlain Specialty Insurance	16834
INSURER D :	Texas Mutual	22945
INSURER E :		
INSURER F :		

INSURED
RBM Contractors LLC
Braulio Rios
9721 E Monte Cristo Rd
Edcouch, TX 78538

COVERAGES **CERTIFICATE NUMBER: 00000000-224391** **REVISION NUMBER: 60**

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CSAR-CGL-0000411-01	05/06/2023	05/06/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			73 APS 107241-01	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 500,000 $ $ $ $
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / X CLAIMS-MADE DED / RETENTION $			CSAR-CEL-0000412-01	05/06/2023	05/06/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002091913	04/06/2023	04/06/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

.

CANCELLATION

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



(LP1)

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/11/2023

Company/Vendor Name: RBM Contractors, LLC.

Printed Name and Title: Braulio Rios, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RBM Contractors, LLC.
(Full, correct legal name)

- Address: 2919 N. Kenyon Rd. Ofc. 2
  Edinburg, TX 78542
- Telephone/Fax: 956-520-8707
- Email address: rbmcontractors@yahoo.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____

4. Where is the Company's corporate headquarters located? Edinburg, TX

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes X No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

1 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 10

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Cone Salinas
Address: 2919 N. Kenyo Rd Ofc. 2 Edinburg, TX 78542
Telephone: 956-520-8707
Fax: _____
Email: cone@rbmcontractors.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Braulio Rios, the undersigned representative of RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Braulio Rios, the undersigned representative of

RBM Contractors, LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler. supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Braulio Rios, President

TYPE/PRINT NAME AND TITLE:

12/11/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Braulio Rios, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RBM Contractors, LLC., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

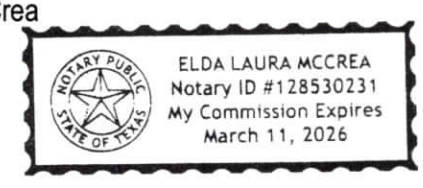
Subscribed and sworn to me this 11 day of December 2023.

By:

E. Laura McCrea

Elda Laura McCrea

Notary Public



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 12/11/2023

Company/Vendor Name: RBM Contractors, LLC.

Printed Name and Title: Braulio Rios, President

Authorized Signatory:

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: Braulio Rios

Reference Company Name: RBM Contractors, LLC.

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ✓ Good _____ Satisfactory _____ Poor _____
2. Performed and Completed Punch List items timely: Yes ✓ No___
3. Provided completed warranty documents and performed warranty items timely: Yes ✓ No___
4. Contractor's history of completing on schedule: Excellent ✓ Good _ Satisfactory __Poor __
5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent ✓ Good _____ Satisfactory _____Poor __
6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent ✓ Good _____ Satisfactory ____Poor _____
7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes ✓ No____

Signature: Krys Weyland

Printed Name: Krys Weyland

Date: April 3rd, 2023

RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

November 7, 2022

To Whom It May Concern:

Please accept this letter as a positive recommendation for RBM Contractors, LLC.

Over the last year, RBM Contractors, LLC has worked on, and completed, various projects that we have been associated with. They have successfully completed land development and municipal infrastructure projects, which includes water, paving, and drainage improvements within Hidalgo County.

RBM Contractors, LLC was promptly on the projects once notice to proceed was given and completed them within the contract times allowed and as per the plans and specifications.

I would recommend RBM Contractors, LLC for any type of paving, drainage, and utility work that they might be considered for.

Please accept this letter as my recommendation for RBM Contractors, LLC. I would gladly work with them again on any project.

Sincerely,

Ivan Garcia, P.E., R.P.L.S.
Vice-President

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NO. F-1295

December 19, 2022

To Whom It May Concern:

Re: RBM Contractors, LLC

Gentlemen,

I am the owner of Javier Hinojosa Engineering and can recommend RBM Contractors, LLC to provide any and all infrastructure work including work for water, sanitary sewer, storm drainage and paving improvements. RBM Contractors, LLC has always provided quality work in a professional manner. The work was completed on schedule and with minimal delays. Please accept this letter as my recommendation for RBM Contractors, LLC.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

Santa Cruz Properties

April 3rd, 2023

Re: RBM Contractors, LLC.
9721 E. Monte Cristo Rd.
Edcouch, TX. 78538

Dear Sir/Madam,

It is with much enthusiasm that I am writing to recommend the services of RBM Contractors, LLC.

I have been using the services of RBM Contractors, LLC. for the past 2 years and have always been completely satisfied with their performance. They do an excellent job delivering quality work, paying attention to detail and offer the most competitive rates in town.

The projects we do are based on a schedule. Every contractor we hire has a deadline to deliver their work and are expected to pass inspections. I can say with satisfaction that RBM Contractors, LLC has never failed an inspection and has always worked extra hard to meet our needs. RBM Contractors, LLC. has not only been a contractor to my company but a friend as well. The staff is friendly and always willing to help with any issue or question that we may have. We will continue using the services of RBM Contractors, LLC. in the upcoming future.

I am happy to recommend the services of RBM Contractors, LLC. If you have any questions, please feel free to contact me at (956) 383-0868.

Sincerely,

Krys Weyand

WWW.SCPRGV.COM

PH: (956) 383-0868 | 2810 NORTH CLOSNER BLVD. | EDINBURG, TX 78541

BRAULIO RIOS

9721 E. Monte Cristo Rd.
Edcouch, TX. 78538
956-292-5556
rbmcontractors@yahoo.com

SUMMARY

I currently serve as the President and CEO of RBM Contractors, L.L.C. with over 20 years of experience in the field in many different areas and levels of responsibility in the highway and road construction industry. I have a reputation for leading successfully completed, multi-million-dollar projects. Additionally, I have complete mastery in the operation of most heavy equipment necessary to lift heavy objects during any construction project. Fully experienced in the maintenance of road utility and regulations, as well as safe working practices, you can rest assured that I will be devoted to ensuring that each project is done efficiently and safely to the complete satisfaction of my clients. I consider my work a clear reflection of myself and my company.

EDUCATION

Edinburg South High School, Edinburg, TX 1994-1998

EXPERIENCE

RBM Contractors L.L.C - President & CEO 2019 - present

- Responsible for all aspects of running a general contracting and construction company

GTO Pipeline – Project Manager & Field Superintendent 2015 - 2019

- Managed operational and capital projects with direct involvement in scheduling, resource planning, and procurement. Worked with other project managers and contractors to ensure timely completion of multiple projects. In charge of the planning and design, construction management and supervision, resource planning, and project scoping.

Shell Oil – QA-QC Inspector 2014 - 2015

- Performed the inspection, assessment, documentation, and organizational tasks needed to support the efficiency and effectiveness of the oilfield pipeline systems.

JV Piping – Pipefitter Field Superintendent & Foreman 2005 - 2014

- Managed and supervised the installation and upkeep of various pipe equipment and systems. Reviewed pipe system blueprints, cut and installed pipes, and ensured pipes met the proper blueprint specifications.

TIC Industrial Co – Pipefitter Foreman 2003 - 2005

- Responsible for supervising and coordinating activities of workers engaged in fabricating, assembling, installing, and maintaining piping, fixtures, and equipment used for industrial purposes.

Fagen Inc – Pipefitter 2001 - 2003

- Pipe fabrication used for oil, fuel & steam lines, etc. Made sure that pipes were cut, installed, and maintained according to specifications.

HB Zackery – Pipefitter 1998 - 2001

- Pipe fabrication used for oil, fuel & steam lines, etc. Made sure that pipes were cut, installed, and maintained according to specifications.

SKILLS

- Heavy Equipment
- Welding
- Dozer Service
- Maintenance
- Clearing Debris
- Road & Site Work

REFERENCES

Lee Kaplan - Posillico Civil Inc.	917-868-5472	lkaplan@posillicoinc.com
William Ramirez - Duke Energy	956-221-6230	william.ramirez@duke-energy.com

RESUME

Cone Sergio Salinas Cantu
Bachelor in Civil Engineering
Phone Number: 956-789-8788
email: conesalinas@hotmail.com

June 2022

Job Title: **Construction Project Manager (Introduction Letter)**

To whom it may concern:

I would like to take this letter as an opportunity to introduce myself,
I have been working in Construction Management and Planning for more than 30 years. My experience has provided me valuable knowledge in almost every possible field regarding construction.

As my resume highlights, I have worked with civil engineering projects of all kinds. By being the Managing Member of a successful Company, I learned how to manage the ratio of benefit/cost and all the implications that this subject involves. You will find me to be as a very analytical person, with strong communication skills that are backed with my experience, and used to work with deadlines. I have demonstrated success in the application of my knowledge in construction field in the past and intend to continue this trend into the future. I truly believe that team-work can be the most important variable in construction, so in order to build a healthy work environment, team work needs to be always a priority. I consider myself as a problem-solver Engineer, capable of taking efficient decisions when pressure is overwhelming.
Please find attached my resume, which contains additional information on my experience and skills. I would appreciate the opportunity to meet with you, and discuss more in depth about the required duties of the position.

Thank you in advance for your time and consideration.

Sincerely:

Cone Sergio Salinas Cantu

RESUME

RESUME

Name: Coné Sergio Salinas Cantú.
Bachelor in Civil Engineer
Phone Number: 956 789 8788.
e-mail: conesalinas@hotmail.com

PROFESSIONAL PROFILE

Civil Engineer, Bachelor's degree, with more than 30 years' experience in Management and Construction area (Roadways, Civil, Electro-Mechanic and oil Industry Fields) with Strategic and team Management skills.
Profile oriented to Planning, Organization, Direction, Processes Control and Quality Administration; Committed with Time and Motion program's analysis to meet established execution. A wide experience in reviewing, reading, drawings interpretation, construction scopes and standards along with implementing, auditing and monitoring Quality, Safety and Environmental Systems in accordance with National and International Standards.

SKILLS

Improviser, Negotiator, Observer, Organized, Dynamic, Enthusiastic, Creative, Entrepreneur.

EDUCATION

1977-1982 Civil Engineer at Universidad Autónoma de Nuevo León, Monterrey, N. L. México.

OTHER COURSES AND CERTIFICATIONS

Basic Safety, Rig pass, Work Permit Risk at, AutoCAD, Opus Budgeting, Opus Control, Non-Financial Finance, Metallurgy Basics, Ley de Obras Públicas Interpretation, ISO-9001 Standard Interpretation, 5's Workshop, Internal Auditors Training, Leadership License, Radiographic Images interpretation Level II, Labor Administration, Teamwork.

PROFESSIONAL EXPERIENCE

TEXAS CORDIA CONSTRUCTION LLC, from January 2021, Construction 120 employees.

- FM1846 Oscar Williams Rd, CSJ: 1065-02-039, Project Estimate 4.0 million USD. Rehabilitation of existing Asphalt Roadway (Grading, Lime treatment subgrade, cement treated Flexible Base, Asphalt, Driveways, traffic signals modifications, striping and raised pavement markings.
- I2-I69 Dragados Pulice, 2.0 million USD
- FM802 Ruben Torres Blvd, CSJ: 1140-02-038, 4'100 million USD, Construction of raised concrete raised medians, roadway and Bridge widening, overlay, traffic signals modifications, striping and Pavement markings.
- SH48 Boca Chica Blvd, CSJ: 0220-05-075, 3.9 million USD, Construction of concrete raised median, sidewalks, Driveways, Storm Drainage modification roadway widening, overlay, traffic signals modifications, striping and Pavement Markings
- TX54 Spur CSJ: 0039-20-008, Project Estimate 3.5 million USD, Construction of raised median, sidewalks, Driveways, Storm Drainage modification roadway widening, rehabilitation and overlay, traffic signals modifications, striping and raised Pavement Markings

VILLARREAL CONSTRUCTION LLC, from February 2019 to December 2020, Construction 20 employees.

Project manager,

- Baseball-Softball complex, bishop High school, Project Estimate 0.45 million USD. concrete works & Concession Building.
- McAllen-Hidalgo, International Bridge Bicycle parking. Project Estimate $0.20 million USD. Concrete works, Brick Paver, brick walls, Racks and canopies

HUMAYNA CONSTRUCCIONES S.A DE C.V. from January 2016 to Dec 2018, Construction 80 employees.

Project Manager.

- **Corning RAM, Plant expansion, Villa Florida Industrial Park at Reynosa**. Project Estimate $1 million USD. Project includes Earthworks, Fire System civil Works, Parking, Access and Maneuver Areas (hot mix and concrete) Paving, Curbs and Gutter and Sidewalks.
- **Kern Liebers, Plant FINSA Oriental Park at Reynosa.** Project Estimate $0.6 million USD. Project includes Earthworks, Fire System civil Works, Parking, Access and Maneuver Areas (hot mix and concrete) Paving, Curbs and Gutter and Sidewalks, Process Pits and walls.
- **Corning RCS Plant, Industrial del Norte Park at Reynosa.** Project Estimate $2.5 million USD. Project includes Earthworks, Fire System civil Works.

BARCA DE REYNOSA S.A. DE C.V., from October 2014 to November 2015, Construction, 150 employees.

Project Manager.

- **Residential Development, I Stage (93 acres).** Fraccionamiento Villas de Loma Real, en Cd. Reynosa Tamaulipas.
- **Access Roads and Dock Plates Construction for Drilling Works.** Project Estimate $8.0 million USD. Earthworks in areas occidental, central and oriental at Activo Integral Burgos) **PEMEX**.

LAV DE REYNOSA S.A. DE C.V., *from October 2011 to October 2014, Construction, 300 employees.*

Project Manager.

- **45 miles x 10" LPG Pipeline construction at Tuxpam, Veracruz, México.** Project Estimate $15.0 Million USD. Project includes earthworks, Mechanical and electrical Works and pipeline construction.
- **4.7 miles x 8" LPG pipeline construction at San Fernando, Tamaulipas, Mexico.** Project Estimate $2.5 million USD. Project includes earthworks, Mechanical and electrical Works and pipeline construction.
- **56 miles x 10" LPG pipeline construction from San Fernando to Reynosa at Tamaulipas, Mexico.** Project Estimate $8.0 million USD Project includes earthworks, Mechanical and electrical Works and pipeline construction.

CONOSV S.A. DE C.V., from December 1998 to October 2011, *Construction, 180 employees.*

General Manager.

- **1.0 mile x 24" city sewage repair** at Fraccionamiento Reynosa.
- **Maintenance and Complementary works at LPG lines for PEMEX,** at Activo Integral Burgo).
- **Construction of an Automated Concrete Block Plant, Multiblock**, at Reynosa, Tamaulipas,
- **Construction of a Reinforced Concrete Water Tank, capacity: 3000m3,** at Reynosa, Tamaulipas.
- **Construction of a Concrete Plant, Concretos Milenio;** at Reynosa. Tamaulipas.
- **Mechanical and Civil complementary works in PEMEX Plants at Activo Integral Burgos.**

- **Paving diverse Asphalt streets in Reynosa.**
- **Sewer System at Leyes de Reforma Area at Reynosa, Tamaulipas, Mexico.**
- **Reinstate a vehicular steel bridge on a new location**, at Reynosa, Tamaulipas.
- **Paving diverse Concrete streets in Reynosa.**
- **24" Sewage Siphon across the Anzalduas channel,** at Reynosa, Tamaulipas.

ADMINISTRACION MUNICIPAL DE REYNOSA TAMAULIPAS, from January 1996 to December 1998,
Municipality of the State of Tamaulipas, México: Population 700,000 (At that time)
City Engineer.

- **Paving Diverse Avenues, Hot mix and concrete at Reynosa.**
- **Principal Public Roads conditioning**, (Integración de la vialidad primaria de la Ciudad).
- **Diverse Boulevard modifications in the city**, Ampliación del diversas Avenidas en la Ciudad.
- **City's development responsible**, Resopnsable de coordinar el Desarollo Urbano del municipio.
- **Remodeling of Reynosa´s Municipal Main offices, at Reynosa, Tamaulipas, Mexico**. Adecuación de las Oficinas Administrativas.
- **Erection of Public Security Building at Reynosa, Tamaulipas, Mexico.** Construcción del edificio de Seguridad Pública Municipal.

CONOSV S.A. DE C.V., from December 1982 to December 1995, *Construction: 120 employees.*
Construction Manager. Since January 1986.
Supervisor. Since December 1982.

PERSONAL REFERENCES

Sr. Carlos Ceballos	Professional Engineer	956-455-1293
Sr. José Villarreal	Galvamet Steel	956 393 7253
Sr. Mario Bermudez	Merchant at Reynosa, Mexico	899 871 2276
Sr. Joe Scaname	Friend	956-252-8840
Sr. Clayton Kindell	Friend	956-373-1507

LANGUAGES

Spanish: Native Language.
English: Fluent.

COMPUTER SKILLS

Windows, Word, Excel, Power Point, Paint, Opus, Auto Cad, Internet, Google Earth.

OTHER SKILLS

- Establish relationship with clients searching New Projects.
- Develop, Supervise and Monitor the annual income and expenditure Programs as well as manage its approval by the board.
- Perform service management, supporting compliance with the quality and efficiency parameters established with the client.
- Ensure compliance with policies, procedures and responsibilities through the application of the integrated Quality System of each person involved in the project development.
- Oversee compliance with the Project Procurement Plan.
- Supervise the General Plan Project Control.
- Manage the optimal resources to do the service with the task force.
- Review advances in Project Execution with General Manager and Client.
- Verify compliance with the Project Scope and the Contractual Obligations.
- Perform the Project's construction start and liquidation.
- Coordinate the Project Budgets and Programs implementation.
- Approve and ensure the Policies, Procedures and Powers of each involved Area in the Project's development by applying each the Quality System
- Ensure to collect the necessary resources for the Project's implementation.
- Meet regularly with Construction Manager and Supervisors, checking progress and resources to ensure compliance with Project's Work Programs.
- Verify compliance with the Company's contractual obligations and scopes of services in new and running Projects.
- Monitor Equipment Maintenance in coordination with Departments Heads.
- Supervise each Project's General Control Plan with the construction staff.
- Manage the Project's necessary resources to do the optimal construction.
- Different Project's management meetings and work visits.
- Keep the General Manager Information link related to the Project's development.
- Verify Company's compliance of Contractual obligations and Project's scope.
- Review the Monthly Report Contents detail in each Project running.
- Perform supervisor's induction for work by giving them continuous support in carrying out their activities
- Perform the project's construction start and liquidation.
- Analyze the Project's Budget and Execution Programs.
- Develop Project's Daily Activities Work Program.
- Ensuring Project's Implementation Schedule Compliance.
- Verify Project's Implementation Schedule Compliance.
- Request the Project's equipment maintenance.
- Develop and/or apply the execution Project's necessary modifications as: Rescheduling, Updates, New Unit Prices and additional Volumes, etc.

Juan De La Garza

3310 Crimson Ave. Mission, Tx. 78573| (956) 780-3842 | rockerc77@icoud.com

Professional Summary

A well presented and pro-active Project Superintendent who has a relentless drive to have a broad impact rather than just deliver results. Possessing vast experience of coordinating and managing all project activities, providing clear guidance and leadership to a team and ensuring that all deadlines are met. Juan is a confident communicator with strong interpersonal and analytical skills.

Work History

Crew leader 08/1995 to 09/1999

Ramos Construction-Palmview, Tx.

- Specialized in foundations, framing, and finish carpentry

Laborer 10/1999 to 08/2001

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Daily maintenance of the streets and drainage systems.

Crew leader 09/2001 to 12/2003

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Carried out daily tasks and projects for the streets and drainage department.
- Pot hole repairs, concrete work and repairs, streets and alley paving, repair, maintenance, and construction of storm drainage infrastructure.

Streets and drainage inspector 01/2004 to 10/2006

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Carried out daily inspections and testing for the streets and drainage department.
- Reviewed preliminary subdivision plans and provided comments for proper function with the City of Mission master plan.
- Scheduled and inspected trench back fill, subgrade, flex base, and asphalt densities.
- Performed routine check ups on storm drain lines, inlets, and man holes.

Streets and drainage foreman 09/2008 to 10/2010

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Oversaw the 8 crews in the Streets and drainage department.
- Provided the crews with the daily work orders.
- Executed various in-house paving and drainage projects.

Streets and drainage supervisor 10/2010 to 11/2013

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Prepared and distributed daily operations for a staff of 63 employees.
- Reviewed and submitted annual recommendations for end of fiscal year budgets.

- Negotiated pricing with vendors in all department purchases.
- Kept track of budgets in different department accounts throughout the year.
- Submitted strategic plans for departmental improvements.

Project manager / Storm water management coordinator/ Quality control officer 12/2013 to 10/2019

City of Mission 2801 N. Holland Ave. Mission, Tx. 78572

- Oversee various in-house construction projects.
- Oversee public works inspectors and inspections.
- Oversee storm drainage and paving project contracts.
- Oversee and execute a storm water management plan and report to TCEQ.
- Provide infrastructure information and support for different department supervisors.
- Direct all phases of construction projects..
- Monitor timelines and flagged potential issues to be addressed.
- Assess vendor products and maintained positive vendor relations.
- Oversee all contractors to include city crews to assure the workmanship and materials are of good quality.

Project Supervisor 11/2019 to 6/2020

Texas Cordia Construction 3149 Center Pointe Dr. Edinburg, Tx. 78539

- Maintained project administration in a correct and timely manner.
- Ordered materials and equipment and took care of necessary permits.
- Accomplished construction human resource objectives by selecting, orienting, and training employees.
- Met operational standards by contributing construction information to strategic plans and reviews.
- Met construction budget by monitoring project expenditures.
- Approved construction projects by conducting inspections at critical phases of construction.
- Accomplished construction projects results by defining project purpose and scope.
- Prevented fines and work interruptions by complying , and enforcing codes.
- Maintained a safe, secure, and healthy work environment by following guidelines, standards, and procedures.

Project Superintendent 6/2020 to Present.

RBM Contractors 2919 N. Kenyon Rd. Edinburg Tx. 78542

- Manage a team of workers, including work schedules, project progress, and resource allocation.
- Create cost estimates for labor, supplies, materials and other project cost.
- Collaborate with clients, Project Managers, other construction management to determine budget and timeline.
- Coordinate materials and equipment delivery with vendors and suppliers.
- Create schedules for workers and subcontractors.
- Hire additional subcontractors and assign work accordingly.
- Maintain a daily log for the job site's operations, reporting to management as necessary.

- Make changes in the operation as necessary to best meet construction deadlines.
- Implement management techniques that are cost-effective and efficient.

Skills & Abilities

- Project planning and development
- Logistics management
- Strategic planning
- Inventory control
- Knowledgeable in construction safety
- Clear communication skills
- Heavy equipment operator
- Quick learner
- Problem solver
- Construction site management
- Leadership experience
- Decision making ability
- Excellent communication skills
- Knowledge of construction budgeting
- Good planning skills
- Understanding of construction equipment
- Effective leadership abilities
- Organizational skills

Education

- High School Diploma
  Mission High School 1802 Cleo Dawson Ave. Mission, Tx. 78572

Certification and Training

- Supervisor training in alcohol and substance abuse
- Job site vehicle safety
- Confined space entry
- Basic code enforcement
- Certified stormwater inspector
- Developing and implementing soil erosion management plans at construction sites
- IS-00100.PWb Introduction to the incident command system
- IS-00800.b National response framework
- IS-00700.a National incident management system
- IS-00200.b ICS for single resources and initial action incident
- Federal labor standards



RESUME

Abrahamn Izaguirre

201 QUAMASIA AVE, APT 5D, MCALLEN, TX 78504
ABRAHAMNIZAGUIRRE@YAHOO.COM
(979) 308-5969

PROFILE

I have been a part of the Heavy Highway Construction for the last 7 years and have undoubtedly learned much during my career. I have been a part of TxDot, County, City and even Private jobs that have consisted of just a few million to other contracts that have exceeded $85 million. I understand the importance of efficiency, attention to detail and the intricacy that come with managing jobs in the operation and accounting end of things.

EXPERIENCE

PROJECT MANAGER/COST ACCT., TEXAS CORDIA CONSTRUCTION; EDINBURG, TX – MAY 21' - NOV 22'

Owner/Sub Change Orders, Submittals/RFIs, Owner Pay Application, Sub Payments, Material Contracts, Sub Contracts, Accounts Payable, Payroll, Material Procurement, P6 Primavera (Input Based), Setup Accounting System, Cost Accounting

PROJECT ENGINEER, OHL USA; AUSTIN, TX – 2019-2021

Track Field Quantities, Subcontract Payments, Owner/Sub Change Orders, Accounts Payable, Payroll, Cost Accounting, Forecasting

COST ACCOUNTANT, JORDAN FOSTER CONSTRUCTION; SAN ANTONIO, TX – 2018-2019

WIPs, Forecasting, Owner Change Orders, Subcontract Change Orders, Material Contracts, Sub Contracts, SubContract Payments, Accounts Payable, Accounts Receivable

PROJECT COORDINATOR, JORDAN FOSTER CONSTRUCTION; SAN ANTONIO, TX – 2016-2018

Track Field Quantities, Order Material, Submittals/RFIs, Owner Pay Application, Sub Contract Operations, Accounts Payable, SubContract Payments, MOH, Payroll

EDUCATION

Texas A&M University, College Station, TX – Economics B.S., 2013

SKILLS

- Read/Write/Speak fluently in Spanish
- HeavyJob proficient
- Microsoft Office (Word, Excel, Powerpoint) Proficient
- CMiC, Sage 100, and Company-owned Accounting Software

REFERENCES

Clayton Kindel - Senior Project Manager - (956) 373-1507
Juan Garza - Project Manager - (956) 340-2044

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **RBM CONTRACTORS, LLC**	Name: **The Gray Casualty & Surety Company**
Address *(principal place of business)*:	Address *(principal place of business)*:
9721 E. Monte Cristo Rd.	**P.O. Box 6202**
Edcouch, TX 78538	**Metairie, LA 70009-6202**
Owner	**Bid**
Name: **City of Edinburg** Address *(principal place of business)*:	Project *(name and location)*:
415 W. University Drive	Request for Proposal 2024-007 Schunior Detention Pond Phase 3
Edinburg, TX 78539	Bid Due Date: December 12th, 2023
Bond	
Penal Sum: Five Percent of the Greatest Amount Bid (5% G.A.B.)	
Date of Bond: December 12th, 2023	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
RBM Contractors, LLC *(Full formal name of Bidder)*	The Gray Casualty & Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorn*
Name: Braulio Rios *(Printed or typed)*	Name: Tricia Balolong *(Printed or typed)*
Title: Owner	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: Theresa Gidley *(Printed or typed)*
Title:	Title: Surety Witness

THE GRAY CASUALTY & SURETY COMPANY SEAL

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: n/a **Principal:** RBM Contractors, LLC

Project: Request for Proposal 2024-007 Schunior Detention Pond Phase 3

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Aaron Endris, Theresa L. Miller, and Tricia Balolong of Corpus Christi, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12th day of December, 2023.

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RBM Contractors, LLC.		
Corporate Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:	President	Email address:	rbmcontractors@yahoo.com
Business address of corporate office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		
Local Office			
Name:	Braulio Rios	Phone number:	956-292-5556
Title:		Email address:	rbmcontractors@yahoo.com
Business address of local office:	2919 N. Kenyon Rd. Ofc. 2 Edinburg, TX 78542		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	10/17/2019	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Braulio Rios	Title:	President
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:	N/A	Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☒ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Marcus Garcia - Safety Manager	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
RBM Contractors, LLC.	.96			.96			.96		

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐ $100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☐ $1,000,000 - $5,000,000 ☒ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☒ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Gray Casualty and Surety Company
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No	
Mailing Address (principal place of business):	500 N. Shoreline Blvd. 1200 Corpus Christi, TX 78401

Physical Address (principal place of business):	500 N. Shoreline Blvd. 1200 Corpus Christi, TX 78401		
Phone (main):	361-561-4253	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Cameron Insurance - Chaplain Specialty		Commercial General Liability	
Cameron Insurance- National Liability & Fire Ins		Automobile Liability	
Cameron Insurance - Chaplin Specialty		Umbrella Liabilty	
Texas Mutual		Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?			☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 1986 Harlingen, TX 78551		
Physical Address (principal place of business):	1205 S. 77 Sunshine Strip Harlingen, TX 78550		
Phone (main):	956-428-2133	Phone (claims):	956-428-2133

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	68 employees
Estimate of revenue for the current year:	10 Million
Estimate of revenue for the previous year:	8 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	4 Yrs	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No
Been released from a bid in the past 5 years? ☐ Yes ☒ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RBM Contractors, LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Braulio Rios
(typed or printed)

Title: President
(typed or printed)

Date: 12/11/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Designated Representative:

Name: Cone Salinas
(typed or printed)

Title: Engineer / Sr. Project Manager
(typed or printed)

Address:
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 78542

Phone: 956-520-8707

Email: cone@rbmcontractors.com

Schedule A—Current Projects

Name of Organization	Duke Energy Sustainable Solutions				
Project Owner	Duke Energy Sustainable Solutions		Project Name	Duke LV4 T-58	
General Description of Project	Road Construction - Maintenenace				
Project Cost	1,328,000.00 yearly		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Braulio Rios	Juan De La Garza		Marcus Garcia	Juan De Las Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	William Ramirez	Manager Commercial Oper.	Duke Energy	956-221-6230	william.ramirez@duke-energy.com

Project Owner	Posillico Civil, Inc,		Project Name	Sharylnad Business Park	
General Description of Project					
Project Cost	1,397,961.80		Date Project Completed		
Key Project Personnel	Project Manager	Project Superinte		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Clayton Kindel	Project Manager	Posillico Inc.	956-373-1507	ckindel@posillicoinc. com

Project Owner	KNK Farms, LLC		Project Name	Santa Cruz Ranches No. 4	
General Description of Project	Roadway and Drainange Improvements				
Project Cost	2,334,448.25		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De La Garza		Marcus Garcia	Juan De laGarza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Krys Weyand	Project Engineer		832-287-3382	kweyland@scprgv.com
Designer					
Construction Manager	Rolando Quintanilla	Project Manager		956-383-0868	rquintanilla@scprgv.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	GDSS Developement		Project Name	San Martin No. 8 Subdivision	
General Description of Project	Roadway Construction				
Project Cost	454,582.27		Date Project Completed	05/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Zach Scurlock	Owner			zscurlock@aol.com
Designer					
Construction Manager					

Project Owner	Southern Border Constructors		Project Name	RGV08 Falcon Border Wall	
General Description of Project	Roadway Construction				
Project Cost	629,669.10		Date Project Completed	06/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De La Garza	Juan De la garza		Eduardo Cantu	Juan De la Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controlller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager	Daniel Mueller	Project Manager		516-375-5688	dmueller@sbcus.net

Project Owner	Posillico Civil Inc.		Project Name	TFC 1.75 Mile Wall	
General Description of Project	Roadway Construction				
Project Cost	641,641.25		Date Project Completed	01/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Juan De la garza	Juan De La garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Caroline Posillico	Sr. Project Controller		631-390-5716	cposillico@posillicoinc.com
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	RBM Contractors, LLC.				
Project Owner	City of McAllen		Project Name	2018 Bond Group C Drainage Improvements C1&C3	
General Description of Project	Drainage Imrovements				
Project Cost	1,822,426.36		Date Project Completed	07/2022	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Cone Salinas	Juan De la garza		Raquel marquez	Juan De La Garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez	Project Manager		956-681-1151	jorge.gutierrez@mcallen.net

Project Owner	City of McAllen		Project Name	N. 8th and Camelia St.	
General Description of Project	Drainage Improvements and Road work				
Project Cost	197,399.59		Date Project Completed	10/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la Garza		Eduardo Cantu	Juan De La garzaMario Cruz
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Mario Cruz	Project Manager		956-681-1151	mcruz@mcallen.net

Project Owner	City of MCAllen		Project Name	Dove Ave Widening	
General Description of Project	Road Work and Drainage				
Project Cost	272,831.35		Date Project Completed	12/2021	
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name	Jose Luis Garcia	Juan De la garza		Eduardo Cantu	Juan De La garza
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	Jorge Gutierrez			956-681-1151	jorge.gutierrez@mcallen.net

Schedule C—Key Individuals

Project Manager			
Name of individual		Abrahamn Izaguirre	
Years of experience as project manager		5 years	
Years of experience with this organization		1 year	
Number of similar projects as project manager		4 years	
Number of similar projects in other positions		2 years	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
HCDD1 - East Mercedes Drainage Improvements		100%	10/2023
City of McAllen - Intersections Improvements		100%	09/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Clayton Kindel	Name	Edgar Gonzalez EIT
Title/Position	Senior PM	Title/Position	Engineer City Planning
Organization	Posillico Civil Inc.	Organization	City of Mission
Telephone	956-373-1507	Telephone	956-458-8547
Email	ckindel@posillicoinc.com	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Juan De La Garza	
Years of experience as project superintendent		3 years	
Years of experience with this organization		4 years	
Number of similar projects as project superintendent		6	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of McAllen C1&C3 Drainage Improvements		100%	05/2023
HCDD1 - Eaast Mercedes Drainage Imrpvements		100%	10/2023
Southern Border Constructors - Border wall Projects		100%	08/223
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Mario Cruz P.E.	Name	Roberto Salinas
Title/Position	Engineer	Title/Position	Director / Engineer
Organization	City of MCAllen	Organization	Agua Sud
Telephone	956-342-9664	Telephone	956-933-4865
Email	mcruz@mcallen.net	Email	
Project	2018 Bond Drainage Improvment C1&C3	Project	
Candidate's role on project	City Engineer	Candidate's role on project	

Safety Manager			
Name of individual		Marcus Garcia	
Years of experience as project manager			
Years of experience with this organization		6 months	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SPI 2023 Side Street Improvements		7%	04/2024
Weslaco Waterline & Sewer Improvements		32%	12/30/2023
Alberta Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Raquel Marquez	Name	
Title/Position	Human Resources/Safety	Title/Position	
Organization		Organization	
Telephone	956-252-8840	Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Juan De La garza	
Years of experience as project superintendent		6 years	
Years of experience with this organization		3 years	
Number of similar projects as project superintendent		17	
Number of similar projects in other positions		23	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
El Milagro Subdivision		16%	06/2024
Agave at 493 Subdivision		3%	05/2024
Alberta Road Construction		1%	08/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Roberto Salinas P.E.	Name	Mario Cruz P.E.
Title/Position	Director/Engineer	Title/Position	Engineer
Organization	Agua Sud	Organization	City of McAllen
Telephone	956-933-4865	Telephone	956-342-9664
Email		Email	mcruz@mcallen.net
Project		Project	2018 Bond Drainage improvements
Candidate's role on project		Candidate's role on project	City Engineer

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 11 day of December, 20 23.

RBM Contractors, LLC.
Name of Bidder

Signature of Bidder

President
Title of Signatory

END OF SECTION

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
1994 Kenworth T600 Dump truck	X	
1995 WHGM Volvo Truck	X	
2000 CAT CP563D Compactor	X	
2002 CAT 430D Backhoe	X	
2007 CAT 330DL Excavator	X	
2007 CAT 430D Backhoe	X	
2008 CAT 140M Motor Grader 272	X	

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
Concrete	Magic Valley
6X2 RCV	Magic Valley Pipe
32" RCP	Rio Valley Pipe
Water Pump	Rain for rent

BIDDER

Executed this: 11 Day of : December 20. 23

By: Braulio Rios

BIDDER

Title: President

NOTARY PUBLIC

State of Texas

County of: Hidalgo

Subscribed and sworn to before me this: 11th Day of December 2023

Elda Laura McCrea E. Laura McCrea

NOTARY PUBLIC

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

END OF SECTION

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*Bidder's letterhead*]

[*12/11/2023*]

RBM Contractors, LLC.
2919 N. Kenyon Rd. Ofc. 2
Edinburg, TX 8542

Dear *City of Edinburg*

The undersigned party certifies that RBM Contractors, complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Braulio Rios
Printed name



Signature

President
Position in bidding company

12/11/2023
Date

PERFORMANCE BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]**	**Surety** Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]**
Owner Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]**	**Contract** Description *(name and location)*: **[Owner's project/contract name, and location of the project]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have

reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

16.1.4. A brief description of the labor, materials, or equipment furnished;

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: **[None]**

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Braulio Rios, who
[Affiant]

being by me duly sworn on his oath stated that he is President, of
[Title]

RBM Contractors, LLC.
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/11/2023.
[Date]

ELDA LAURA MCCREA
Notary ID #128530231
My Commission Expires
March 11, 2026

[Notary Seal]

E. Laura McCrea
Notary Public in and for the State of TEXAS

Elda Laura McCrea
[Print or type Notary Public name]

My Commission Expires: 03/11/2026
[Expiration Date]

END OF DOCUMENT

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RBM Contractors, LLC.
State of Incorporation: Texas
Mailing Address: 2919 N. Kenyon Rd. Ofc. 2 Edinburg,TX 78542

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Braulio Rios, President
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RBM Contractors, LLC.

[Typed Name of Company:]

Braulio Rios, President

[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/11/2023

[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

City of Edinburg
Engineering
Mardoqueo Hinojosa, Engineering Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2024-007

Schunior Detention Pond Phase 3

RESPONSE DEADLINE: December 12, 2023 at 3:00 pm

Report Generated: Monday, December 18, 2023

RDH Site and Company Proposal

CONTACT INFORMATION

Company:

RDH Site and Company

Email:
dianaly@rdhcompany.com

Contact:
Dianaly De Hoyos

Address:
3809 Clavel St. Suite D
Palmview, TX 78572

Phone:
N/A

Website:
N/A

Submission Date:
Dec 12, 2023 5:04 PM

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

20231212164431841.pdf

2. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

RDH_Ins.pdf

3. If you have any proprietary documents, please attach the redacted document here.

No response submitted

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

RDH_Conflict.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

RDH_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

RDH_Litigation.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

RDH_HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

RDH_SB_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

RDH_SB_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

RDH_Noncollusion.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

RDH_COI.pdf

5. Solicitation Forms

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE (A MINIMUM OF 5 PAST PERFORMANCE REFERENCES IS REQUIRED NOT OLDER THAN 3 YEARS).*
Please download the below documents, complete, and upload.

- B - Past Performance Evalua...

RDH_5.1.pdf

PLEASE UPLOAD 3 POSITIVE REFERENCE LETTERS NOT OLDER THAN 2 YEARS. *
RDH_5.2.pdf

PLEASE UPLOAD RESUMES FOR TEAM MEMBERS ASSIGNED TO THIS PROJECT AND SUBCONTRACTORS, IF ANY. *
RDH_5.3.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*
Please download the below documents, complete, and upload.

- C - Bid Bond - SECTION 0131...

RDH_5.4.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS.*
Please download the below documents, complete, and upload.

- D - Statement of Bidders Qu...

RDH_5.5.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATION AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- E - Certificate of Bidders ...

RDH_5.6.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- F - Equipment & Material Li...

RDH_5.7.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- G - Non Bribery Model Form ...

RDH_5.8.pdf

PLEASE FILL OUT THE ATTACHED PERFORMANCE BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- K - Performance Bond.pdf

No response submitted

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- L - Payment Bond.pdf

No response submitted

PLEASE FILL OUT, SIGN, AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- M - Affidavit of Insurance ...

RDH_5.11.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- N - Form of Business Docume...

RDH_5.12.pdf

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT FORM AND UPLOAD HERE.*
Please download the below documents, complete, and upload.

- O - Certificate Regarding D...

RDH_5.13.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	1	LS	$10,000.00	$10,000.00
2	MOBILIZATION	1	LS	$5,000.00	$5,000.00
3	SILT FENCE	5,549	LF	$3.00	$16,647.00
4	GRATE INLET PROTECTION	36	LF	$25.00	$900.00
5	CONSTRUCTION ENTRANCE	2	EA	$2,500.00	$5,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	SW3P	1	LS	$8,000.00	$8,000.00
7	DITCH EXCAVATION	2,536	CY	$15.00	$38,040.00
8	STONE RIP RAP (6 INCH)	756	SF	$65.00	$49,140.00
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,050.00	$214,200.00
10	CONCRETE WEIR RIP RAP	80	CY	$600.00	$48,000.00
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$55,000.00	$55,000.00
12	32" RCP DEMO	100	LF	$35.00	$3,500.00
TOTAL					**$453,427.00**

OWNER'S ALLOWANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
TOTAL					**$100,000.00**

ORIGINAL

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
RDH Site & Concrete, LLC
3809 Clavel Street, Suite D
Palmview, TX 78572

SURETY:
(Name, legal status and principal place of business)
American Alternative Insurance Corporation
555 College Road East - P.O. Box 5241
Princeton, NJ 08543

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
2024-007 Schunior Detention Pond Phase 3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

(Witness)

RDH Site & Concrete, LLC
(Principal) *(Seal)*

(Title)

(Witness) Kim Alia

American Alternative Insurance Corporation
(Surety) *(Seal)*

(Title) Russ Frenzel, Attorney-in-Fact

Init.

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CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

Jillian Sanfilippo Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2023.

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:56 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

Munich RE

Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	BARRICADE, SIGNS & TRAFFIC CONTROL	1	LS	$10,000.00	$10,000.00
2	MOBILIZATION	1	LS	$5,000.00	$5,000.00
3	SILT FENCE	5549	LF	$3.00	$16,647.00
4	GRATE INLET PROTECTION	36	LF	$25.00	$900.00
5	CONSTRUCTION ENTRANCE	2	EA	$2,500.00	$5,000.00
6	SW3P	1	LS	$8,000.00	$8,000.00
7	DITCH EXCAVATION	2536	CY	$15.00	$38,040.00
8	STONE RIP RAP (6 INCH)	756	SF	$65.00	$49,140.00
9	6'X2' RCB W/ FLOWABLE FILL	204	LF	$1,050.00	$214,200.00
10	CONCRETE WEIR RIP RAP	80	CY	$600.00	$48,000.00
11	DEWATERING (TEMPORARY SYSTEM)	1	LS	$55,000.00	$55,000.00
12	32" RCP DEMO	100	LF	$35.00	$3,500.00
	Total				$453,427.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Owner's Allowance	1	LS	$100,000.00	$100,000.00
	Total				$100,000.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2023

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	CONTACT NAME: Vicky DeLeon
Shepard Insurance Group	PHONE (A/C, No, Ext): (956) 302-2159 FAX (A/C, No): (956) 682-5650
5801 N 10th St Suite 600	E-MAIL ADDRESS: vicky.deleon@relationinsurance.com
McAllen TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A: Champlain Specialty Insurance Company 16834
RDH Site & Concrete, LLC	INSURER B: Clear Blue Specialty Insurance Company 37745
RDH Hauling Services, LLC	INSURER C: Champlain Specialty Insurance Company 16834
3809 Clavel St., Suite D	INSURER D: Texas Mutual Insurance Company 22945
Palmview TX 78572	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2322745167 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:			CSARCGL000184901	02/15/2023	02/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YTX004961-01	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 100,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CSARCEL000185101	02/15/2023	02/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001314476	10/20/2023	10/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto Liability policies include an automatic additional insured endorsement that provides additional insured status to the certificate holder as required by written contract.
General Liability, Auto Liability and Workers compensation policies include a automatic waiver of subrogation endorsement as required by written contract.

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
902 N Doolittle Rd
Edinburg TX 78542

CANCELLATION

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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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

RDH Site and Concrete, LLC

Printed Name and Title:

Dianaly De Hoyos

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RDH Site and Concrete, LLC
(Full, correct legal name)

- Address: 3809 Clavel St. Suite D
  Palmview, Texas 78572

- Telephone/Fax: Ph: 956-502-5426 Fax: 956-475-3917
- Email address: dianaly@rdhcompany.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Hidalgo County

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Dianaly De Hoyos
Address: 3809 Clavel St. Suite D Palmview, Texas 78572
Telephone: 956-502-5426
Fax: 956-475-3917
Email: dianaly@rdhcompany.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   - *a) firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   - *b) a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   - *a) is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   - *b) has two or more firearm entities as members; and*
   - *c) is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Dianaly De Hoyos, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RDH Site and Concrete, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title General Manager

Subscribed and sworn to me this 11 day of December 20 23

By: SAN JUANITA GARCIA

Notary Public

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

May 02, 2025

My commission expires

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1103296

Date Filed:
12/12/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RDH HAULING SERVICES,LLC
PALMVIEW, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-007
Schunior Detention Pond Phase 3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DE HOYOS, DIANALY	Alamo, TX United States	X	
DE HOYOS, ROGELIO	Alamo, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DIANALY DE HOYOS, and my date of birth is 04/08/1985.

My address is 1401 PECINA RD (street), ALAMO (city), TX (state), 78516 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HIDALGO County, State of TEXAS, on the 12 day of 12 (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

RDH Site and Concrete, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: _____

Reference Company Name: N/A

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory ____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

L.C. Gonzalez Investments, LLC

P.O. Box 2657

Edinburg, Texas 78540

956-605-4091

October 30, 2022

To Whom it May Concern:

Please accept this letter of recommendation for RDH Site and Concrete, LLC.

RDH recently completed a commercial platting project for my company in the city of Edinburg. The quality of their work (sewer, water, concrete) was professional, organized, and completed within the agreed upon timeframe. All matters requiring discussion, required changes, and pricing matters were handled in a respectful and professional manner. I am sure that any organization will be pleased with the quality of their work and their operating culture.

RDH has my vote of confidence for my next development job.

Sincerely,

Larry C. Gonzalez, President

B2Z ENGINEERING

November 1, 2022

Mile 3 Project
B2Z Engineering, LLC

RDH Site and Concrete, LLC
Re: Letter of Recommendation

To whom it may concern,

My name is Saul Munoz, P.E. and I am the Project Manager working with Hidalgo County Precinct #3 on the Mile 3 Project. I recently worked alongside RDH Site and Concrete, LLC, where they installed 3 miles of 8" and 12" waterline and services throughout the project. They successfully completed their Agua Sud contract while coordinating the field work around Reim's reconstruction of the Mile 3 Project.

Mr. and Mrs. De Hoyos's Company completed the new waterline on time and with minimal delays to the Mile 3 Project. Their workers were of the highest work ethic and work safety needed to complete a sensitive project on time. They were always responsive and reasonable with the contractor's schedule during construction.

I give RDH Site and Concrete, LLC Group, my highest recommendation for any type of roadway, drainage or utility improvement project.

If you have any questions, please feel free to call me at the number below.

Sincerely,

Saul R. Munoz, P.E.
Mile 3 Project Manager | Engineer

B2Z Engineering
Director of Construction

C - 956-650-9114

P.O. Box 2724 • McAllen, TX 78502
(956) 585-3773 • www.B2ZEng.com

RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

November 4, 2022

To Whom It May Concern:

Please accept this letter as a positive recommendation for RDH Site and Concrete, LLC.

Over the last 2 years, RDH Site and Concrete, LLC has worked on, and completed, various projects that we have been associated with. They have successfully completed land development and municipal infrastructure projects, which includes water, sanitary sewer, paving, and drainage improvements within Hidalgo County.

RDH Site and Concrete, LLC was promptly on the projects once notice to proceed was given and completed them within the contract times allowed and as per the plans and specifications.

I would recommend RDH Site and Concrete, LLC for any type of paving, drainage, and utility work that they might be considered for. I find Mr. De Hoyos and his staff to be professional and very competent in their field.

Please accept this letter as my recommendation for RDH Site and Concrete, LLC. I would gladly work with them again on any project.

Sincerely,

Ivan Garcia, P.E., R.P.L.S.
Vice-President

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

GarVic Properties L.P.
Mailing: PO Box 1000, Mission, TX 78573
Physical: 5121 W. State Highway 107, Edinburg, TX 78539
(956) 383-3222 FAX (956) 383-3623

November 1, 2022

To Whom It May Concern:

Please accept this letter as a recommendation for RDH Site & Concrete, LLC.

Roy and Dianaly De Hoyos, Owners of RDH Site and Concrete, is working on our multi-phase Milanos Estates project in Weslaco, Texas. This work includes utility installation of deep sewer line, including utilizing de-watering with well points.

RDH Site and Concrete, LLC has exemplified great workmanship and a strong work ethic. They provide a fair and detailed assessment of any change orders required and are responsive and receptive to adjustments during construction. I would recommend RDH Site and Concrete, LLC. for any type of utility improvement project.

I am available to answer any questions regarding this letter. If you have any further questions, please feel free to call the office at (956)383-3222 or reach me by email at gfrisby@pueblodepalmas.com.

Respectfully,

GarVic Properties, L.P.

By: _____
J. Gary Frisby, Vice President,
GarVic Management, Inc.
it's sole general partner

ROGELIO (ROY) DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-335-8200

roy@rdhcompany.com

School

Diploma
Valley View ISD
2000

Certificate

Blueprint Reading
Associated of General Contractors
2012

Concrete Finisher
American Concrete Institute
2013

Skills & Abilities

- Overseen all activities and functions assigned to the construction project from start to finish
- Experience with small to large scale Government Projects
- Solid knowledge of construction Earthwork, Underground Utilities, Drainage, Concrete, Road and Highway Improvement
- Familiarity with federal, state, and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specifications
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Supervised construction and reviewed construction schedule and guided the Engineer/Owner on delaying conditions
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

Owner/President
RDH Site and Concrete, LLC
2011 – Present

Superintendent
Manuel's Concrete
1999 – 2011
As-built drawings preparation, employee management, material estimating, safety plan monitoring, vendor relations, traffic control, construction meeting, OSHA regulations, daily reports, and etc.

DIANALY DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-784-1366

dianaly@rdhcompany.com

School

Diploma
La Joya High School
2003

Certificate

Blueprint Reading
Associated of General Contractors
2012

Skills & Abilities

- Experience with small to large scale Government Project
- Solid knowledge of construction Earthwork Underground Utilities, Drainage, Concrete, Road, and Highway Improvements
- Familiar with federal, state and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specification
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation
- Estimating

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

General Manager
RDH Site and Concrete, LLC
2011 – Present

Lead Teller
International Bank
2004 – 2007
Lead Teller, Cash Handling, Employee management, Timesheets, Money Exchange, and etc.

1517 Charles Street
Mission, Texas 78572
956-739-2799
vjpadp@yahoo.com

TERESA (TERI) PUENTE

OBJECTIVE

Seek a position that will provide career growth. Allowing me to demonstrate my abilities and experience for the mutual benefit of the employer, as well as for myself.

SKILLS

Computer literate – Microsoft Office, Word, Excel, PowerPoint, and QuickBooks

Office equipment – Calculator, Fax, Copier, and Scanner

WORK HISTORY

CONTROLLER RDH SITE AND CONCRETE, PALMVIEW, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/ HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Nov 2019 - Present

ACCOUNTING MANAGER TEXAS CORDIA CONSTRUCTION, EDINBURG, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/ HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Feb 2018- June 2019

ACCOUNTS PAYABLE, CONTROLLER AND PLANT MANAGER, CAPA, MISSION, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Rio Valley Pipe and All Valley Trucing. Was promoted in Dec 2011 to Controller of Rio Valley Pipe and All Valley Trucking, in May 2012 I took over Magic Valley Concrete. I oversee the accounting and production department of these companies. I have also assisted is the marketing of the company. In 2015 I stepped into assisting with pipe plant a shortly afterward I was given the responsibility to take over as plant manager.

Sept 2010 – Jan2018

ADMINISTRATIVE ASSTISTANCE, KEY ENERGY SERVICE, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, Purchases Order, and Human Resource for this location before mailing to corporate office.

Oct 2008 – Apr 2009

FINANCE MANAGER, ABC DURABLE MEDICAL EQUIPMENT, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, and Human Resource. Cleaned up the accounts department that was un-appropriate attended too. I handle the company's quarterly tax report. I attended 3 seminars on Human Resources Labor Law and Hour wages

Nov 2007 – May 2008

ACCOUNTS PAYABLE AND PURCHASING, MOVAC SERVICE, MCALLEN, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Mo-Vac, Mo-Vac Environmental, Mo-Vac Material, Andair, Mo-Vac of Alice (wish was spilt up in 2006), and Clementson, Inc.(was spilt up 2004). I also manage the owner's personal Ranch account through QuickBooks. I reconcile the credit card bills and fleet cards. The disposal and water invoices to verify if they were billed to ours customers. Complete EOM reports, GL entries, and balance to vendors accounts. Took care of the yearly renewal and permits for the company's vehicles.

July 2000 – Oct 2007

ACCOUNTS PAYABLE AND PURCHASING, ALLEN INDUSTRIAL, MISSION, TX

I start off as the A/P clerk, and was promoted to their Purchasing Agent after 2 years of working for them. As A/P clerk I dealt with the everyday entering and paying of bills. I verified that the P.O. matched the invoices. I was then promoted to Purchasing Agent where I handle the order for stock order for the company store. Dealing with vendors in negotiating the best deal for the company.

Sept 1995 – Jan 1998

ACCOUNTS RECEIVABLE, PHILLIPS PROPERTIES, MCALLEN, TX

Handle their A/R accounts from daily collection calls to taken payments, balanced the account to weekly aging. Worked on the End of the Month reports. I handle the daily deposit from payments received from customer from the fleet accounts, consignment account and collected the stores from the company convenience stores.

Oct 1991 – July 1994

EDUCATION

BA BUSINESS ADMINISTRATION WITH EMPHASIS IN MANAGEMENT,
TARKIO COLLEGE, TARKIO, MO 1991

REFERENCES

ROY CHAPA
TEXAS CORDIA CONSTRUCTION, Project and Safety
361-701-1921

SAUL MUNOZ
B2Z Engineering, Engineer
956-650-9114

DORIAN MADRIGAL
CAPA, Sale Manager
956-239-1179

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RDH Site and Concrete, LLC		
Corporate Office			
Name:	Dianaly De Hoyos	Phone number:	956-502-5426
Title:	General Manager	Email address:	dianaly@rdhcompany.com
Business address of corporate office:			
Local Office			
Name:	Dianaly De Hoyos	Phone number:	956-502-5426
Title:	General Manager	Email address:	dianaly@rdhcompany.com
Business address of local office:	3809 Clavel St. Suite D Palmview, Texas 78572		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2011	State in which Business was formed:	2014
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	RDH Hauling Services, LLC	Affiliation:	
Address:	3809 Clavel St. Suite D Palmview, Texas 78572		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rogelio De Hoyos	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Dianaly De Hoyos	Title:	General Manager
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☑ Disadvantaged Business Enterprise	TUCP	12/04/2017
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Rogelio De Hoyos	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Tx Mutual	4.94								

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Baldwin-Cox Agency
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	5930 Preston View Blvd. Dallas, TX 75240

Physical Address (principal place of business):	Same		
Phone (main):	972-644-2688	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
First Insurance Funding Corporation		General Liability	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):	450 Skokie Blvd. Ste. 1000		
	Northbrook, IL 60062		
Physical Address (principal place of business):			
Phone (main):	800-837-2511	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	25-30 +/-
Estimate of revenue for the current year:	4.5 M
Estimate of revenue for the previous year:	3.8 M

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 12 Years				
As a general contractor:	Yes	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RDH Site and Concrete, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Dianaly De Hoyos
(typed or printed)

Title: General Manager
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
3809 Clavel St. Suite D
Palmview, Texas 78572

Designated Representative:

Name: Dianaly De Hoyos
(typed or printed)

Title: General Manager
(typed or printed)

Address:
3809 Clavel St. Suite D
Palmview, Texas 78572

Phone: 956-502-5426

Email: dianaly@rdhcompany.com

Schedule A—Current Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project manager		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project manager		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments 5			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD. Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Jesus Aguilar	
Years of experience as project superintendent		4 Years	
Years of experience with this organization		4 Years	
Number of similar projects as project superintendent		18 +/-	
Number of similar projects in other positions		18 +/-	
Current Project Assignments 5			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project manager		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project manager		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project superintendent		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project superintendent		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

RDH SITE & CONCRETE

EXHIBIT A
PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
2023									
HCDD1 - Faysville Drain Improvements - 2018 Bond Referendum Project 11A	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCDD1 - 21-047-03-29-RFV	$ 476,716.64	KCI Technologies Inc	956-771-6696	95%	In Progress
Liberty Road Widening Water Line Relocations Project	Agua Special Utility District	3120 North Abram Rd. Palmview, Tx 78572	956-585-7459	P-045	$ 221,925.00	M2 Engineering, PLLC	956-600-8628	15%	In Progress
Newport Ave & 19.5 St. Warterline	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	02-23-C19-42R	$ 604,877.50	City of McAllen, Engineering Department	956-681-1130	68%	In Progress
HCDD1 - Jackson Rd. Drain Phase II - 2018 Bond Referendum Project # 16	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080		$ 429,295.00	Quintanilla Headley & Associates	956-381-6480		Awared
HCDD1 - Construction of Mile 17 Rd. Storm Water Project	Hidalgo County - Precint 4	902 N. Doolittle Rd. Edinburg, Tx 78542	956-318-2626	RFB No. 22-0087-08-02-10	$ 634,569.00	HCDD1 Engineering Department	956-292-7080		Awared
Hidalgo County - Bentsen Road Storm Water Project	Hidalgo County - Precint 4	2802 S. Business Hwy. 281	956-318-2626	RFB No. 23-0193-08-0210	$ 827,981.00	HCDD1 Engineering Department	956-292-7080		Awared
					$ 3,195,364.14				

RDH SITE & CONCRETE

EXHIBITH B

PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
Mercedes Nursing Home	SCI Construction, LTD ,	5467 New Copeland Rd. Tyler, Tx 75703	903-592-4311	Mercedes Nursing Home	$ 921,708.50	Jordan & Associates Architects/ Guzman & Munoz Enginee	956-249-1402	100%	Complete
30TH-B Curb & Gutter Pavement Access Road	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	16-070-12-07	$ 92,000.00	JP Terrazas, City Engineer	956-580-8650	100%	Complete
Knapp Medical Center	Jacob White Construction Co	2000 W. Park Ave. Houston, Tx	281-286-6666	152004-004	$ 471,840.75	Heitkamp Swift Architects / Guzman & Munoz Engineer	713-626-4300	100%	Complete
Frontera Energy Plant	Arteche Mexico Turkey Solutions, S.A. D	Calle B, N 1-A Col. Fraccionamiento Alco Blanco	52 (55)43476000	C.4018-0018-02.03.01	$ 442,119.20	(In House) PSI, Inc. Engineering Consulting Testing	956-541-1155	100%	Complete
Carrisitos Trail St. & Drainage Improvements	City of Los Indios	109 E. 6th St, Los Indios, Tx	956-399-4255	2015-2016 CDBG	$ 181,179.34	Naismith Engineering, Inc	956-292-5978	100%	Complete
TEX-MEX Drainage Ditch Improvements	Hidalgo County Drainage District No. 1	902 N. Doolittle Rd. Edinburg, Tx.	956-292-7080	C-HCD01-16-026-06-07	$ 293,267.46	Jose N Saldivar P.E.		100%	Complete
Proposed Sidewalk Improvements on Nebraska Ave. & 1st. St.	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	PR115090800867	$ 123,555.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
St. Claire Expansion	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	16-252-06-24	$ 91,679.00	Melden & Hunt, Inc., Consulting Engineers	956-381-0981	100%	Complete
Mile 6 W. & Mile 14 N. Area Drainage Improvements	Hidalgo County Drainage District No. 1	902 N. Doolittle Rd. Edinburg, Tx.	956-292-7080	C-HCD01-16-031B-08-09	$ 343,595.00	Jorge A. Gonzalez, P.E.	(956) 687- 5362	100%	Complete
					$ 3,851,881.00				
2017									
Goolie Road Paving Improvements	Hidalgo County Precinct No. 1	2802 S. Business Hwy. 281 Edinburg, Tx 78539	956-968-8733	C-16-277-08-09	$ 1,097,337.27	LeFevre Engineering & Management Consulting, LLC	956-687-5363	100%	Complete
City of Weslaco Waterline Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	S015-80-0310-5000-8000-UCP	$ 277,270.50	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
Discount Auto Parts			956-534-1447		$ 6,840.00		956-782-2557	100%	Complete
N. 17th Street Paving Improvements	City of Donna	307 S. 12th St, Donna, Tx 78537	956-464-1314	2016-001	$ 358,977.85	R. Gutierrez Engineering Corporation	956-668-1588	100%	Complete
Perkins Avenue 11st - 15st Drainage Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-128-03-02	$ 597,070.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2017 Sidewalk & Bus. Stop Improvements.	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	0317c20233	$ 296,140.00	City of McAllen	956-681-1130	100%	Complete
Valley View ISD	City of Hidalgo	704 Ramon Ayala Dr. Hidalgo, Tx	956-843-7286		$ 49,000.00			100%	Complete
City of Mission Year 2017 St. Paving Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-140-03-23	$ 549,620.00	City of Mission	956-580-8650	100%	Complete
City of Elsa Street Improvements E. Ciro Cacen St. Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	S016-25-0311-5000-2500-UCP	$ 102,732.00			100%	Complete
Idela Parking Lot Renovations	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	09-17-IPQ52-485	$ 29,993.50	City of McAllen	956-681-1150	100%	Complete
					$ 3,359,781.12				
2018									
Nebraska Ave.-Cesar Chavez East 1,320 Paving Improvements	City of Alamo	420 N. Tower Rd. Alamo, TX 78516	956-787-0006	2017	$ 252,316.00	Quintanilla, Headley & Associates	956-381-6480	100%	Complete
City of San Perlita Street Improvements	City of San Perlita	14168 7th Street, San Perlita, TX 78580	956-248-5725	7216401	$ 145,342.25	Fulcrum Consulting Services	956-797-3411	100%	Complete
First Time Sewer and Home Yardline Connections Project	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	10441	$ 1,433,301.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
2018 Street Improvements Alba De La Garza	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-130-02-07	$ 458,040.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2012 Disaster Relief Drainage Improvements - Phase 2	Brooks County	675 N St. Mary's St. Falfurrias, TX 78355	361-325-2420	13-193-000-7332	$ 59,059.50	LNV Engineers	361-883-1984	100%	Complete
Young Lateral Ditch Re-Grading & Hand Road Drainage Project	Town of Combes	25626 Hand Road Combes, Texas 78535	956-425-7131	DRS210031	$ 87,175.00	R.E. Garcia Associates	956-381-1061	100%	Complete
McIntyre Railroad Pedestrian Crossing	City of Edinburg	415 W. University Dr. Edinburg, Tx 78541	956-388-8211	2018-19	$ 45,626.00	City of Edinburg	956-388-8204	100%	Complete
Paving & Drainage Improvements at the intersection of FM 802 & Dana Rd	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	FDI-42-0618	$ 130,913.00	Plagar Engineering, LLC	956-550-9939	100%	Complete
Road & Drainage Construction of El Flaco Chiquito Subdivision	Hidalgo County Precinct No. 3	1902 Joe Stephens Ave. Ste. 101 Weslaco, Tx 78599	956-968-8733	CAP-18-168-06-27-YSS	$ 127,267.50	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
North Ave. Street & Drainage Improvements Project	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P212	$ 35,388.00	LeFevre Engineering & Management Consulting, LLC	956-687-5363	100%	Complete
CDBG Street Improvements (Overlay) Project	City of Harlingen	118 Tyler Ave. Harlingen, Tx 78550	956-216-5000	2018-08	$ 324,799.00	City of Harlingen	956-216-5000	100%	Complete
Ann Marie Drive / Marinel Line Paving Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-760-08-07	$ 463,540.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
					$ 4,088,133.25				
2019									
Cameron County CEDAP Home Yardline Connections Project	Cameron County	1100 Monroe St. Brownsville, Tx 78520	956-544-0871	180802	$ 262,150.00	Brownsville PUB	956 544-0871	100%	Complete
E. Harding Ave.	City of Alton	509 S. Alton Blvd. Alton, Tx 78573	956-432-0760	P221	$ 129,628.90	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
2019 Mercedes Bond Improvements Street Pavement Package 2	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P205-038	$ 1,169,216.50	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
Street Pavement Improvements at Plaza El Mago Drive	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	PEM-07-1219	$ 84,817.00	City of Brownsville	956-548-6000	100%	Complete
W. Zaragoza Drive and S. Sugar Road Concrete Paving Improvements	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1819-86-510-CD10-207	$ 642,100.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Willacy County Relief Channel Overflow Structure Improvements	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	C-HCD01-19-054-07-30	$ 70,300.00	Hidalgo County Drainage District 1	956-292-7080	100%	Complete
					$ 2,096,082.40				
2020									
Kennedy Avenue Drainage Improvements (HMGP DR-4245-010)	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	07-19-C32-323	$ 669,506.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Lyons Subdivision Sanitary Sewer Improvements and Home Yardline Connections	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P224-008	$ 641,160.25	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
Ridge Road Sanitary Sewer Line Improvements (Hike & Bike Phase II Utility Relocation)	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1920-61-583-C004-289	$ 332,830.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Schunior Drainage Ditch Crossing Replacement	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	$ 341,777.45	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Northside Drainage Improvements	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	RFB # 2020-07	$ 1,480,775.50	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Kennedy Roadway and Drainage Improvements.	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	11-19-C04-64	$ 1,522,181.50	City of McAllen, Engineering Department	956-681-1130	100%	Complete
					$ 1,984,723.70				
2021									
Municipal Park Sanitary Sewer Extension	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	$ 154,267.00	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22863 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	2010058	$ 396,717.75	Hanson Professional Services	956-541-1155	100%	Complete
Mile 3 Road Widening Water Line Relocations Project	Agua Special Utility District	3120 North Abram Rd. Palmview, Tx 78572	956-585-2459	P050	$ 704,231.65	MD Engineering, PLLC	956-600-8628	100%	Complete
City of Pharr Various Parking Lot Improvements	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	2021-01-528-CD01-174	$ 616,151.50	City of Pharr Engineering Department	956-402-4000	100%	Complete
HCD01 - JK Drain - McColl Rd. Culvert Crossing - 2018 Bond Referendum Project No. 15	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	CIP no HCD01-21-024-06-18-RFV	$ 166,077.00	Hidalgo County Drainage District 1	956-792-7080	100%	Complete
					$ 2,037,439.90				
2022									
Storage Masters	L.C. Gonzalez Investments, LLC	P.O Box 2657	956-384-2324		$ 61,370.00	Rio Delta Engineering	956-380-5152	100%	Complete
Warehouse Funfation	Express Cold Storage	1740 International Blvd. Hidalgo, Tx 78557			$ 590,544.34			100%	Complete
HCD01 - Faysville Drain Improvements - 2018 Bond Referendum Project 11B	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCD01-21-048-09-29-RFV	$ 771,519.50	TEDSI Infrastructure Group	956-424-7898	100%	Complete
					$ 1,423,433.84				
2023									
Warehouse Funfation	Express Cold Storage	1740 International Blvd. Hidalgo, Tx 78557	N/A	N/A	$ 590,544.34	N/A		100%	Complete
Milano Estates Phase I Subdivision	A & M Management	5121 W State Highway 107 Edinburg, Tx 78539	956-386-1434	N/A	$ 238,980.00	Rio Delta Engineering	956-380-5152	100%	Complete
Bentsen Palm Development Sewer Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	RFB - 22-269-03-09	$ 1,853,205.00	Melden & Hunt, Inc	956-481-0981	100%	Complete

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 2023.

RDH Site and Concrete, LLC
Name of Bidder

Signature of Bidder

Dianaly De Hoyos
Title of Signatory

END OF SECTION

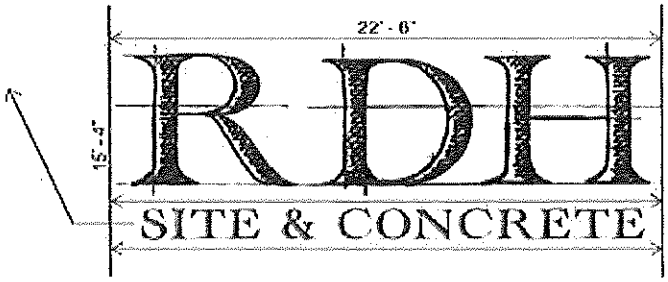
EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
SEE SCHEDULE D		



SCHEDULE D

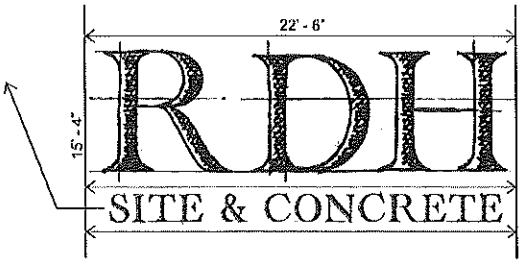
LIST OF THE MAJOR EQUIPMENT

HEAVY MACHINERY	CONDITION	ACQUIRED VALUE
2007 Ingersoll-Vibr Dbl Drum	Good	$ 36,805.00
2009 Cat Paver	Good	$ 61,702.50
2010 John Deere Backhoe 310J	Good	$ 43,300.00
Asphalt Distributor MC 30	Good	$ 24,430.00
Asphalt Reclaimer Bomag	Good	$ 9,164.82
Bobcat Skid Steer	Good	$ 18,000.00
Carlson WP810 Asphalt Elevator	Good	$ 37,399.45
CAT Backhoe 416C	Good	$ 38,587.50
CAT Mini Excavator	Good	$ 15,000.00
Dynapac Compactor Trench Padfot	Good	$ 4,375.00
Dynapac F25-4W Paver	Good	$ 11,050.00
Hyster Pneumatic Roller	Good	$ 12,000.00
Hyster Roller	Good	$ 6,000.00
JD-Disk Harrow	Good	$ 7,000.00
JD 624K Wheel Loader	Good	$ 59,801.25
JD 770D Motorgrader	Good	$ 65,809.99
John Deere 330LC Excavator	Good	$ 55,790.00
John Deere AG Tractor-4230	Good	$ 26,886.25
Kenco Smooth Drum Roller	Good	$ 3,650.00
Lay-Mar Sweeper 3 Tire	Good	$ 5,676.00
Roadtec RP180-10 Paver	Good	$ 42,000.00
Yanmar Mini Excavator	Good	$ 14,000.00
Crack Seal Machine	Good	$ 1,674.79
Set 2 Light Towers Magnum 4060	Good	$ 3,267.82
MC 30 Storage Tank	Good	$ 7,875.75
2010 John Deere 350D Hydraulic Excavator	Good	$ 50,783.93
2005 Komatsu PC300LC-L Hydraulic Excavatir	Good	$ 42,552.68
Further Machinery Upon Request		

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
	SEE ECHEDULE E

BIDDER



SCHEDULE E

Suppliers

CAPA
3609 W. Palma Vista Dr.
Palmview Tx. 78572
956-580-2502

FERGUSON WATERWORKS
1900 w. Expressway 83
Mission Tx. 78572
956-584-8199

L&R READY MIX & PRECAST
3807 N. Bentsen Palm Dr.
Mission Tx. 78574
956-583-1790

CMC Construction Services
5301 N. Cage Blvd.
Pharr Tx 78577
956-781-0012

LHOIST NORTH AMERICA
P. O. BOX 985004
Fort Worth Tx 76185-5004
1-817-732-8164

Executed this: 12th Day of: December 20. 23

By: Dianaly De Hoyos
BIDDER

Title: General Manager

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: December 12, 2023

SAN JUANITA GARCIA
NOTARY PUBLIC

END OF SECTION

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*12/12/2023*]

RDH Site and Concrete, LLC
3809 Clavel St. Suite D
Palmview, Texas 78572

Dear: City of Edinburg

The undersigned party certifies that RDH Site & Concrete, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Dianaly De Hoyos
Printed name

Signature

General Manager
Position in bidding company

12/12/2023
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Dianaly De Hoyos, who
[Affiant]

being by me duly sworn on his oath stated that he is General Manager, of
[Title]

RDH Site and Concrete, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

San Juanita Garcia
Notary Public in and for the State of TEXAS

San Juanita Garcia
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: May 02, 2025
[Expiration Date]

END OF DOCUMENT

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RDH Site and Concrete, LLC
State of Incorporation: TEXAS
Mailing Address: 3809 Clavel St. Suite D Palmview, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Dianaly De Hoyos - General Manager
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RDH Site and Concrete, LLC
[Typed Name of Company:]

Dianaly De Hoyos - General Manager
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2023

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	CONTACT NAME: Vicky DeLeon
Shepard Insurance Group	PHONE (A/C, No, Ext): (956) 302-2159 FAX (A/C, No): (956) 682-5650
5801 N 10th St Suite 600	E-MAIL ADDRESS: vicky.deleon@relationinsurance.com
McAllen TX 78504	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Champlain Specialty Insurance Company	16834
INSURER B :	Clear Blue Specialty Insurance Company	37745
INSURER C :	Champlain Specialty Insurance Company	16834
INSURER D :	Texas Mutual Insurance Company	22945
INSURER E :		
INSURER F :		

INSURED
RDH Site & Concrete, LLC
RDH Hauling Services, LLC
3809 Clavel St., Suite D
Palmview TX 78572

COVERAGES **CERTIFICATE NUMBER:** CL2322745167 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:			CSARCGL000184901	02/15/2023	02/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AQ1YTX004961-01	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 100,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CSARCEL000185101	02/15/2023	02/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001314476	10/20/2023	10/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto Liability policies include an automatic additional Insured endorsement that provides additional insured status to the certificate holder as required by written contract.
General Liability, Auto Liability and Workers compensation policies include a automatic waiver of subrogation endorsement as required by written contract.

CERTIFICATE HOLDER

Hidalgo County Drainage District No. 1
902 N Doolittle Rd
Edinburg TX 78542

CANCELLATION

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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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

12/12/2023

Company/Vendor Name:

RDH Site and Concrete, LLC

Printed Name and Title:

Dianaly De Hoyos

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: RDH Site and Concrete, LLC
(Full, correct legal name)

- Address: 3809 Clavel St. Suite D
  Palmview, Texas 78572
- Telephone/Fax: Ph: 956-502-5426 Fax: 956-475-3917
- Email address: dianaly@rdhcompany.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Hidalgo County

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Dianaly De Hoyos
Address: 3809 Clavel St. Suite D Palmview, Texas 78572
Telephone: 956-502-5426
Fax: 956-475-3917
Email: dianaly@rdhcompany.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Dianaly De Hoyos, the undersigned representative of

RDH Site and Concrete, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   - *a) firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   - *b) a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   - *a) is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   - *b) has two or more firearm entitles as members; and*
   - *c) is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Dianaly De Hoyos - General Manager

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Dianaly De Hoyos, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of RDH Site and Concrete, LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title General Manager

Subscribed and sworn to me this 11 day of December 2023

By: SAN JUANITA GARCIA

Notary Public

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

May 02, 2025

My commission expires

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

RDH Site and Concrete, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

12/12/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

REFERENCE FROM OWNER FOR PAST PERFORMANCE RESPONSE ITEMS #1-7

Reference For: _____

Reference Company Name: N/A

REFERENCE(S) FROM Owner FOR PAST PERFORMANCES:

1. Overall quality of work: Excellent ___ Good _____ Satisfactory _____Poor _____

2. Performed and Completed Punch List items timely: Yes_____ No___

3. Provided completed warranty documents and performed warranty items timely: Yes__ No____

4. Contractor's history of completing on schedule: Excellent ___ Good _ Satisfactory __Poor __

5. Contractor's cooperative attitude when working with the owner's in resolving construction issues:
   Excellent __ Good _____ Satisfactory _____Poor __

6. Contractor's diligence in providing detailed documentation and a fair assessment of change order pricing:
   Excellent __ Good _____ Satisfactory _____Poor _____

7. Would THIS CONTRACTOR BE WITHIN YOUR TOP THREE CHOICHES ON YOUR FUTURE PROJECTS?
   Yes_____ No____

Signature: _____

Printed Name: _____

Date: _____

L.C. Gonzalez Investments, LLC

P.O. Box 2657

Edinburg, Texas 78540

956-605-4091

October 30, 2022

To Whom it May Concern:

Please accept this letter of recommendation for RDH Site and Concrete, LLC.

RDH recently completed a commercial platting project for my company in the city of Edinburg. The quality of their work (sewer, water, concrete) was professional, organized, and completed within the agreed upon timeframe. All matters requiring discussion, required changes, and pricing matters were handled in a respectful and professional manner. I am sure that any organization will be pleased with the quality of their work and their operating culture.

RDH has my vote of confidence for my next development job.

Sincerely,

Larry C. Gonzalez, President

B2Z ENGINEERING

November 1, 2022

Mile 3 Project
B2Z Engineering, LLC

RDH Site and Concrete, LLC
Re: Letter of Recommendation

To whom it may concern,

My name is Saul Munoz, P.E. and I am the Project Manager working with Hidalgo County Precinct #3 on the Mile 3 Project. I recently worked alongside RDH Site and Concrete, LLC, where they installed 3 miles of 8" and 12" waterline and services throughout the project. They successfully completed their Agua Sud contract while coordinating the field work around Reim's reconstruction of the Mile 3 Project.

Mr. and Mrs. De Hoyos's Company completed the new waterline on time and with minimal delays to the Mile 3 Project. Their workers were of the highest work ethic and work safety needed to complete a sensitive project on time. They were always responsive and reasonable with the contractor's schedule during construction.

I give RDH Site and Concrete, LLC Group, my highest recommendation for any type of roadway, drainage or utility improvement project.

If you have any questions, please feel free to call me at the number below.

Sincerely,

Saul R. Munoz, P.E.
Mile 3 Project Manager | Engineer

B2Z Engineering
Director of Construction

C - 956-650-9114

P.O. Box 2724 • McAllen, TX 78502
(956) 585-3773 • www.B2ZEng.com

RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

November 4, 2022

To Whom It May Concern:

Please accept this letter as a positive recommendation for RDH Site and Concrete, LLC.

Over the last 2 years, RDH Site and Concrete, LLC has worked on, and completed, various projects that we have been associated with. They have successfully completed land development and municipal infrastructure projects, which includes water, sanitary sewer, paving, and drainage improvements within Hidalgo County.

RDH Site and Concrete, LLC was promptly on the projects once notice to proceed was given and completed them within the contract times allowed and as per the plans and specifications.

I would recommend RDH Site and Concrete, LLC for any type of paving, drainage, and utility work that they might be considered for. I find Mr. De Hoyos and his staff to be professional and very competent in their field.

Please accept this letter as my recommendation for RDH Site and Concrete, LLC. I would gladly work with them again on any project.

Sincerely,

Ivan Garcia, P.E., R.P.L.S.
Vice-President

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

GarVic Properties L.P.
Mailing: PO Box 1000, Mission, TX 78573
Physical: 5121 W. State Highway 107, Edinburg, TX 78539
(956) 383-3222 FAX (956) 383-3623

November 1, 2022

To Whom It May Concern:

Please accept this letter as a recommendation for RDH Site & Concrete, LLC.

Roy and Dianaly De Hoyos, Owners of RDH Site and Concrete, is working on our multi-phase Milanos Estates project in Weslaco, Texas. This work includes utility installation of deep sewer line, including utilizing de-watering with well points.

RDH Site and Concrete, LLC has exemplified great workmanship and a strong work ethic. They provide a fair and detailed assessment of any change orders required and are responsive and receptive to adjustments during construction. I would recommend RDH Site and Concrete, LLC. for any type of utility improvement project.

I am available to answer any questions regarding this letter. If you have any further questions, please feel free to call the office at (956)383-3222 or reach me by email at gfrisby@pueblodepalmas.com.

Respectfully,

GarVic Properties, L.P.

By: _____
J. Gary Frisby, Vice President,
GarVic Management, Inc.
it's sole general partner

ROGELIO (ROY) DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-335-8200

roy@rdhcompany.com

School

Diploma
Valley View ISD
2000

Certificate

Blueprint Reading
Associated of General Contractors
2012

Concrete Finisher
American Concrete Institute
2013

Skills & Abilities

- Overseen all activities and functions assigned to the construction project from start to finish
- Experience with small to large scale Government Projects
- Solid knowledge of construction Earthwork, Underground Utilities, Drainage, Concrete, Road and Highway Improvement
- Familiarity with federal, state, and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specifications
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Supervised construction and reviewed construction schedule and guided the Engineer/Owner on delaying conditions
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

Owner/President
RDH Site and Concrete, LLC
2011 – Present

Superintendent
Manuel's Concrete
1999 – 2011
As-built drawings preparation, employee management, material estimating, safety plan monitoring, vendor relations, traffic control, construction meeting, OSHA regulations, daily reports, and etc.

DIANALY DE HOYOS

CONTACT

1401 Pecina Rd
Alamo, Tx 78516

956-784-1366

dianaly@rdhcompany.com

School

Diploma
La Joya High School
2003

Certificate

Blueprint Reading
Associated of General Contractors
2012

Skills & Abilities

- Experience with small to large scale Government Project
- Solid knowledge of construction Earthwork Underground Utilities, Drainage, Concrete, Road, and Highway Improvements
- Familiar with federal, state and local safety regulations pertaining to job sites and locations
- Ability to read and interpret plans and specifications
- Ability to achieve compliance with the contract plans and specification
- Ability to analyze and evaluate sales opportunities
- Ability to prepare cost breakdown, bidding documents and close contracts
- Coordinated with the Engineers office and Owner
- Formulated documentation and written record on a daily basis with regard to the progress
- OSHA compliant documentation
- Estimating

Communication

Excellent communication between office and field employees to implement work performance at it best.

Experience

General Manager
RDH Site and Concrete, LLC
2011 – Present

Lead Teller
International Bank
2004 – 2007
Lead Teller, Cash Handling, Employee management, Timesheets, Money Exchange, and etc.

1517 Charles Street
Mission, Texas 78572
956-739-2799
vjpadp@yahoo.com

TERESA (TERI) PUENTE

OBJECTIVE

Seek a position that will provide career growth. Allowing me to demonstrate my abilities and experience for the mutual benefit of the employer, as well as for myself.

SKILLS

Computer literate – Microsoft Office, Word, Excel, PowerPoint, and QuickBooks

Office equipment – Calculator, Fax, Copier, and Scanner

WORK HISTORY

CONTROLLER RDH SITE AND CONCRETE, PALMVIEW, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/ HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Nov 2019 - Present

ACCOUNTING MANAGER TEXAS CORDIA CONSTRUCTION, EDINBURG, TX

I oversaw all of the accounting processes from Accounts Receivable, Accounts Payable, Payroll/ HR dept., made all the allocation accordingly to General Ledger. Handle all the bank accounts and reconciled daily making sure to keep up with any and all credit card/atm transaction. Did weekly P&L, monthly financial balancing all account in balance sheet as well as profit and loss as well as making sure everything was coded correctly to the appropriate job. I completed a yearly review and audit with the accountant which assistant in the company bonding.

Feb 2018- June 2019

ACCOUNTS PAYABLE, CONTROLLER AND PLANT MANAGER, CAPA, MISSION, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Rio Valley Pipe and All Valley Trucing. Was promoted in Dec 2011 to Controller of Rio Valley Pipe and All Valley Trucking, in May 2012 I took over Magic Valley Concrete. I oversee the accounting and production department of these companies. I have also assisted is the marketing of the company. In 2015 I stepped into assisting with pipe plant a shortly afterward I was given the responsibility to take over as plant manager.

Sept 2010 – Jan2018

ADMINISTRATIVE ASSTISTANCE, KEY ENERGY SERVICE, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, Purchases Order, and Human Resource for this location before mailing to corporate office.

Oct 2008 – Apr 2009

FINANCE MANAGER, ABC DURABLE MEDICAL EQUIPMENT, INC., MISSION, TX

I handled the company's Accounts Receivable, Accounts Payable, and Human Resource. Cleaned up the accounts department that was un-appropriate attended too. I handle the company's quarterly tax report. I attended 3 seminars on Human Resources Labor Law and Hour wages

Nov 2007 – May 2008

ACCOUNTS PAYABLE AND PURCHASING, MOVAC SERVICE, MCALLEN, TX

As A/P clerk I dealt with the everyday entering and paying of bills for Mo-Vac, Mo-Vac Environmental, Mo-Vac Material, Andair, Mo-Vac of Alice (wish was spilt up in 2006), and Clementson, Inc.(was spilt up 2004). I also manage the owner's personal Ranch account through QuickBooks. I reconcile the credit card bills and fleet cards. The disposal and water invoices to verify if they were billed to ours customers. Complete EOM reports, GL entries, and balance to vendors accounts. Took care of the yearly renewal and permits for the company's vehicles.

July 2000 – Oct 2007

ACCOUNTS PAYABLE AND PURCHASING, ALLEN INDUSTRIAL, MISSION, TX

I start off as the A/P clerk, and was promoted to their Purchasing Agent after 2 years of working for them. As A/P clerk I dealt with the everyday entering and paying of bills. I verified that the P.O. matched the invoices. I was then promoted to Purchasing Agent where I handle the order for stock order for the company store. Dealing with vendors in negotiating the best deal for the company.

Sept 1995 – Jan 1998

ACCOUNTS RECEIVABLE, PHILLIPS PROPERTIES, MCALLEN, TX

Handle their A/R accounts from daily collection calls to taken payments, balanced the account to weekly aging. Worked on the End of the Month reports. I handle the daily deposit from payments received from customer from the fleet accounts, consignment account and collected the stores from the company convenience stores.

Oct 1991 – July 1994

EDUCATION

BA BUSINESS ADMINISTRATION WITH EMPHASIS IN MANAGEMENT,
TARKIO COLLEGE, TARKIO, MO 1991

REFERENCES

ROY CHAPA
TEXAS CORDIA CONSTRUCTION, Project and Safety
361-701-1921

SAUL MUNOZ
B2Z Engineering, Engineer
956-650-9114

DORIAN MADRIGAL
CAPA, Sale Manager
956-239-1179

ORIGINAL

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
RDH Site & Concrete, LLC
3809 Clavel Street, Suite D
Palmview, TX 78572

SURETY:
(Name, legal status and principal place of business)
American Alternative Insurance Corporation
555 College Road East - P.O. Box 5241
Princeton, NJ 08543

OWNER:
(Name, legal status and address)
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
2024-007 Schunior Detention Pond Phase 3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2023

(Witness)	RDH Site & Concrete, LLC *(Principal)* *(Seal)*
	(Title)
(Witness) Kim Alia	American Alternative Insurance Corporation *(Surety)* *(Seal)*
	(Title) Russ Frenzel, Attorney-in-Fact

Init.

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CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**.
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

By: Michael G. Kerner
President

Attest: Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

Jillian Sanfilippo Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 12th day of December, 2023.

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:56 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

Munich RE ®

Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims

STATEMENT OF BIDDER'S QUALIFICATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	RDH Site and Concrete, LLC		
Corporate Office			
Name:	Dianaly De Hoyos	Phone number:	956-502-5426
Title:	General Manager	Email address:	dianaly@rdhcompany.com
Business address of corporate office:			
Local Office			
Name:	Dianaly De Hoyos	Phone number:	956-502-5426
Title:	General Manager	Email address:	dianaly@rdhcompany.com
Business address of local office:	3809 Clavel St. Suite D Palmview, Texas 78572		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☑ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2011	State in which Business was formed:	2014
Is this Business authorized to operate in the Project location?	☑ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	RDH Hauling Services, LLC	Affiliation:	
Address:	3809 Clavel St. Suite D Palmview, Texas 78572		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rogelio De Hoyos	Title:	Owner
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:	Dianaly De Hoyos	Title:	General Manager
Authorized to sign contracts: ☑ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☑ Disadvantaged Business Enterprise	TUCP	12/04/2017
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Rogelio De Hoyos	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Tx Mutual	4.94								

ARTICLE 5—FINANCIAL

5.01 Provide Annual Gross Revenue (Past Year): ☐$100,000 or less ☐ $100,000 - $500,000 ☐ $500,000 - $1,000,000 ☑ $1,000,000 - $5,000,000 ☐ $5,000,000 and over

5.02 Will bidder/proposer provide copy of its financial statements for the past two years, if requested by the City of Edinburg? ☑ Yes ☐ No

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Baldwin-Cox Agency
Surety is a corporation organized and existing under the laws of the state of:	Texas
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No	
Mailing Address (principal place of business):	5930 Preston View Blvd. Dallas, TX 75240

Physical Address (principal place of business):	Same		
Phone (main):	972-644-2688	Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
First Insurance Funding Corporation		General Liability	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):	450 Skokie Blvd. Ste. 1000		
	Northbrook, IL 60062		
Physical Address (principal place of business):			
Phone (main):	800-837-2511	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	25-30 +/-
Estimate of revenue for the current year:	4.5 M
Estimate of revenue for the previous year:	3.8 M

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 12 Years				
As a general contractor:	Yes	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				

Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No
Been released from a bid in the past 5 years? ☐ Yes ☑ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: RDH Site and Concrete, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Dianaly De Hoyos
(typed or printed)

Title: General Manager
(typed or printed)

Date: 12/12/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
3809 Clavel St. Suite D
Palmview, Texas 78572

Designated Representative:

Name: Dianaly De Hoyos
(typed or printed)

Title: General Manager
(typed or printed)

Address:
3809 Clavel St. Suite D
Palmview, Texas 78572

Phone: 956-502-5426
Email: dianaly@rdhcompany.com

Schedule A—Current Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project manager		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project manager		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments 5			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD. Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual		Jesus Aguilar	
Years of experience as project superintendent		4 Years	
Years of experience with this organization		4 Years	
Number of similar projects as project superintendent		18 +/-	
Number of similar projects in other positions		18 +/-	
Current Project Assignments 5			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project manager		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project manager		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Rogelio De Hoyos	
Years of experience as project superintendent		12 Years	
Years of experience with this organization		12 Years	
Number of similar projects as project superintendent		25 +/-	
Number of similar projects in other positions		25 +/-	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Mc Allen - Newport Ave.		25 %	
HCDD1 - Faysville 11-A Drain Improvements 2018 Bond Referendum		25 %	
Agua SUD - Liberty Rd. Widening Waterline		25 %	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

RDH SITE & CONCRETE

EXHIBIT A
PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
2023									
HCDD1 - Faysville Drain Improvements - 2018 Bond Referendum Project 11A	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCDD1 - 21-007-00-29-RFV	$ 476,716.64	KCI Technologies Inc	956-271-6696	95%	In Progress
Liberty Road Widening Water Line Relocations Project	Agua Special Utility District	3120 North Abram Rd. Palmview, Tx 78572	956-585-7459	P-045	$ 221,925.00	M2 Engineering, PLLC	956-600-8628	15%	In Progress
Newport Ave & 19.5 St. Warterline	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	02-23-C19-42A	$ 604,877.50	City of McAllen, Engineering Department	956-681-1130	68%	In Progress
HCDD1 - Jackson Rd. Drain Phase II - 2018 Bond Referendum Project # 16	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080		$ 429,295.00	Quintanilla Headley & Associates	956-381-6480		Awared
HCDD1 - Construction of Mile 17 Rd. Storm Water Project	Hidalgo County - Precint 4	902 N. Doolittle Rd. Edinburg, Tx 78542	956-318-2626	RFB No. 22-0087-08-02-10	$ 634,569.00	HCDD1 Engineering Department	956-292-7080		Awared
Hidalgo County - Bentsen Road Storm Water Project	Hidalgo County - Precint 4	2802 S. Business Hwy. 281	956-318-2626	RFB No. 23-0193-08-0210	$ 827,981.00	HCDD1 Engineering Department	956-292-7080		Awared
					$ 3,195,364.14				

RDH SITE & CONCRETE

EXHIBITH B

PROJECT INFORMATION SHEET

Project	Owner	Address	Phone #	Bid # / Contract #	Contract Amount	Engineer	Engineer Phone	% of Completion	Status
Mercedes Nursing Home	SCI Construction, LTD.	5467 New Copeland Rd. Tyler, Tx 75703	903-592-4311	Mercedes Nursing Home	$ 921,708.50	Jordan & Associates Architects/ Guzman & Munoz Engineer	956-249-1402	100%	Complete
30'B-B Curb & Gutter Pavement Access Road	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	16-070-12-07	$ 92,000.00	JP Terrazas, City Engineer	956-580-8650	100%	Complete
Knapp Medical Center	Jacob White Construction Co	2000 W. Park Ave. Houston, Tx	281-286-6666	152004-004	$ 471,840.75	Heitkamp Swift Architects / Guzman & Munoz Engineer	713-626-4300	100%	Complete
Frontera Energy Plant	Arteche Mexico Turkey Solutions, S.A. D	Calle B, N 1-B Col. Fraccionamiento Alco Blanco	52 (55)41470000	C-4018-0018-02,03,01	$ 442,119.20	(In House) PSI, Inc. Engineering Consulting Testing	956-541-1155	100%	Complete
Carrisitos Trail St. & Drainage Improvements	City of Los Indios	109 E. 6th St. Los Indios, Tx	956-399-4255	2015-2016 CDBG	$ 181,179.34	Naismith Engineering, Inc	956-292-5928	100%	Complete
TEX-MEX Drainage Ditch Improvements	Hidalgo County Drainage District No. 1	902 N. Doolittle Rd. Edinburg, Tx	956-292-7080	C-HCDD1-16-026-06-07	$ 293,247.46	Jose N Saldivar P.E.		100%	Complete
Proposed Sidewalk Improvements on Nebraska Ave. & 1st. St.	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	PB1509800867	$ 123,555.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
St. Claire Expansion	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	16-252-06-24	$ 91,679.00	Melden & Hunt, Inc., Consulting Engineers	956-381-0981	100%	Complete
Mile 6 W. & Mile 14 N. Area Drainage Improvements	Hidalgo County Drainage District No. 1	902 N. Doolittle Rd. Edinburg, Tx	956-292-7080	C-HCDD1-16-031B-08-09	$ 343,525.00	Jorge A. Gonzalez, P.E.	(956) 687- 5362	100%	Complete
					$ 3,851,881.00				
2017									
Goolie Road Paving Improvements	Hidalgo County Precinct No. 1	2802 S. Business Hwy. 281 Edinburg, Tx 78539	956-968-8733	C-16-277-08-09	$ 1,097,337.27	LeFevre Engineering & Management Consulting, LLC.	956-687-5363	100%	Complete
City of Weslaco Waterline Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	S015-80-0310-5000-8000-UCP	$ 277,270.50	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
Discount Auto Parts			956-534-1447		$ 6,640.00		956-782-9557	100%	Complete
N. 17th Street Paving Improvements	City of Donna	307 S. 12th St. Donna, Tx 78537	956-464-3314	2016-001	$ 358,977.85	R. Gutierrez Engineering Corporation	956-668-1588	100%	Complete
Perkins Avenue 11st - 15st Drainage Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-128-03-07	$ 599,070.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2017 Sidewalk & Bus. Stop Improvements.	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	0317c20233	$ 296,140.00	City of McAllen	956-681-1130	100%	Complete
Valley View ISD	City of Hidalgo	704 Ramon Ayala Dr. Hidalgo, Tx	956-843-7286		$ 49,000.00			100%	Complete
City of Mission Year 2017 St. Paving Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	17-140-03-23	$ 549,620.00	City of Mission	956-580-8650	100%	Complete
City of Elsa Street Improvements E. Ciro Cacers St. Improvements	Hidalgo County Urban County Program	427 E. Duranta Ave. # 107 Alamo, Tx	956-787-8127	S016-25-0311-5000-2500-UCP	$ 102,732.00			100%	Complete
Idela Parking Lot Renovations	City of McAllen	PO Box 220 McAllen, Tx 78505	956-681-4000	09-17-IP052-485	$ 29,993.50	City of McAllen	956-681-1150	100%	Complete
					$ 3,359,781.12				
2018									
Nebraska Ave.-Cesar Chavez East 1,320 Paving Improvements	City of Alamo	420 N. Tower Rd. Alamo, TX 78516	956-787-0006	2017	$ 257,316.00	Quintanilla, Headley & Associates	956-381-6480	100%	Complete
City of San Perlita Street Improvements	City of San Perlita	14168 7th Street, San Perlita, TX 78590	956-248-5725	7216401	$ 145,342.25	Fulcrum Consulting Services	956-797-3411	100%	Complete
First Time Sewer and Home Yardline Connections Project	City of San Juan	709 S. Nebraska St. San Juan, Tx 78589	956-223-2200	10441	$ 1,433,301.00	Cruz-Hogan Consultants, Inc.	956-682-5022	100%	Complete
2018 Street Improvements Alka De La Garza	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-130-02-07	$ 458,040.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
2012 Disaster Relief Drainage Improvements - Phase 2	Brooks County	675 N St. Mary's St. Falfurrias, TX 78355	361-325-2420	13-193-000-7332	$ 59,056.50	LNV Engineers	361-883-1984	100%	Complete
Young Lateral Ditch Re-Grading & Hand Road Drainage Project	Town of Combes	21626 Hand Road Combes, Texas 78535	956-425-7131	DRS210031	$ 87,175.00	R.E. Garcia Associates	956-381-1061	100%	Complete
McIntyre Railroad Pedestrian Crossing	City of Edinburg	415 W. University Dr. Edinburg, Tx 78541	956-388-8211	2018-19	$ 45,626.00	City of Edinburg	956-388-8204	100%	Complete
Paving & Drainage Improvements at the intersection of FM 802 & Dana Rd	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	FDI-42-0618	$ 130,913.00	Plegar Engineering, LLC	956-550-9939	100%	Complete
Road & Drainage Construction of Ft Flaco Chiquito Subdivision	Hidalgo County Precinct No. 3	1902 Joe Stephens Ave. Ste. 101 Weslaco, Tx 78599	956-968-8733	CAP-18-168-06-27-YSS	$ 127,267.50	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
North Ave. Street & Drainage Improvements Project	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P212	$ 35,388.00	LeFevre Engineering & Management Consulting, LLC.	956-687-5363	100%	Complete
CDBG Street Improvements (Overlay) Project	City of Harlingen	118 Tyler Ave. Harlingen, Tx 78550	956-216-5000	2018-08	$ 324,799.00	City of Harlingen	956-216-5000	100%	Complete
Ann Marie Drive / Marinel Line Paving Improvements	City of Mission	1201 E. 8th St. Mission, Tx 78572	956-580-8650	18-760-08-07	$ 463,540.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
					$ 4,088,133.25				
2019									
Cameron County CEDAP Home Yardline Connections Project	Cameron County	1100 Monroe St. Brownsville, Tx 78520	956-544-0871	180807	$ 267,150.00	Brownsville PUB	956 544-0871	100%	Complete
E. Harding Ave.	City of Alton	509 S. Alton Blvd. Alton, Tx 78573	956-432-0760	P221	$ 129,678.90	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
2019 Mercedes Bond Improvements Street Pavement Package 2	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P205-038	$ 1,169,216.50	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
Street Pavement Improvements at Plaza El Mago Drive	City of Brownsville	1001 Elizabeth St. Brownsville, Tx 78521	956-548-6097	PEM-07-1219	$ 84,837.00	City of Brownsville	956-548-6000	100%	Complete
W. Zaragoza Drive and S. Sugar Road Concrete Paving Improvements	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1819-86-510-C010-207	$ 642,100.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Willacy County Relief Channel Overflow Structure Improvements	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	C-HCDD1-19-054-07-10	$ 70,300.00	Hidalgo County Drainage District 1	956-292-7080	100%	Complete
					$ 2,096,082.40				
2020									
Kennedy Avenue Drainage Improvements (HMGP DR-4245-010)	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	07-19-C32-323	$ 669,506.00	City of McAllen, Engineering Department	956-681-1130	100%	Complete
Lyons Subdivision Sanitary Sewer Improvements and Home Yardline Connections	City of Mercedes	400 S. Ohio Ave. Mercedes, Tx 78570	956-565-3114	P224-008	$ 641,160.25	LeFevre Engineering & Management Consulting, LLC	956-687-5362	100%	Complete
Ridge Road Sanitary Sewer Line Improvements (Mike & Bike Phase II Utility Relocation)	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	1920-61-583-C004-289	$ 332,830.00	Javier Hinojosa Engineering / Consulting Engineers	956-668-1588	100%	Complete
Schunior Drainage Ditch Crossing Replacement	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	$ 341,227.45	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Northside Drainage Improvements	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	RFB # 2020-07	$ 1,480,775.50	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
Kennedy Roadway and Drainage Improvements	City of Mc Allen	1300 Houston Ave. Mc Allen, Tx 78501	956-681-1130	11-19-C04-64	$ 1,522,181.50	City of McAllen, Engineering Department	956-681-1130	100%	Complete
					$ 1,984,723.70				
2021									
Municipal Park Sanitary Sewer Extension	City of Edinburg	415 W. University Drive, Edinburg, Tx 78539	956-388-8211	N/A	$ 158,267.00	City of Edinburg, Engineering Department	956-388-8211	100%	Complete
2019-2020 CDBG City of Primera Street Improvements TCDP NO. 7219340	City of Primera	22863 Stuart Place Rd. Harlingen, Tx 78552	956-423-9654	2010058	$ 398,717.75	Hanson Professional Services	956-541-1155	100%	Complete
Mile 3 Road Widening Water Line Relocations Project	Agua Special Utility District	3120 North Abram Rd. Palmview, Tx 78572	956-585-2459	P050	$ 704,231.65	MJ Engineering, PLLC	956-600-8628	100%	Complete
City of Pharr Various Parking Lot Improvements	City of Pharr	118 S. Cage Blvd. Pharr, Tx 78577	956-402-4000	2021-01-528-C001-374	$ 616,151.50	City of Pharr, Engineering Department	956-402-4000	100%	Complete
HCDD1 - JR Drain - McColl Rd. Culvert Crossing - 2018 Bond Referendum Project No. 15	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	CIP No. HCDD1-21-024-06-16-RFV	$ 166,077.00	Hidalgo County Drainage District 1	956-292-7080	100%	Complete
					$ 2,037,439.90				
2022									
Storage Masters	L.C. Gonzalez Investments, LLC	P.O Box 2657	956-384-2324		$ 61,370.00	Rio Delta Engineering	956-380-5152	100%	Complete
Warehouse Funfation	Express Cold Storage	1740 International Blvd. Hidalgo, Tx 78557			$ 590,544.34			100%	Complete
HCDD1 - Fawnville Drain Improvements - 2018 Bond Referendum Project 11B	Hidalgo County Drainage District 1	902 N. Doolittle Rd. Edinburg, Tx 78542	956-292-7080	HCDD1 - 21-048-09-20-RFV	$ 771,519.50	TEDSI Infrastructure Group	956-424-7898	100%	Complete
					$ 1,423,433.84				
2023									
Warehouse Funfation	Express Cold Storage	1740 International Blvd. Hidalgo, Tx 78557	N/A	N/A	$ 590,544.34	N/A		100%	Complete
Milano Estates Phase I Subdivision	A & M Management	5121 W State Highway 107 Edinburg, Tx 78539	956-386-1434	N/A	$ 238,980.00	Rio Delta Engineering	956-380-5152	100%	Complete
Bentsen Palm Development Sewer Improvements	City of Mission	1201 E. 8th St., Mission, Tx 78572	956-580-8650	RFB - 22-269-03-09	$ 1,853,705.00	Melden & Hunt, Inc	956-481-0981	100%	Complete

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 12 day of December, 2023.

RDH Site and Concrete, LLC
Name of Bidder

Signature of Bidder

Dianaly De Hoyos
Title of Signatory

END OF SECTION

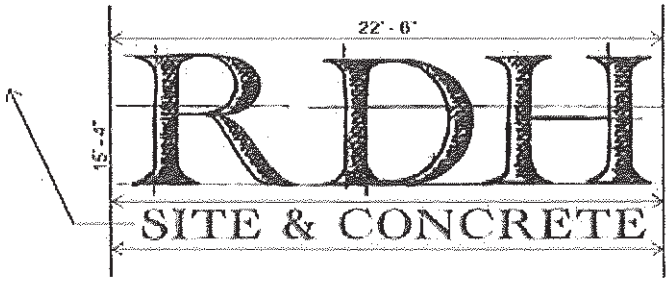
EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
SEE SCHEDULE D		



SCHEDULE D

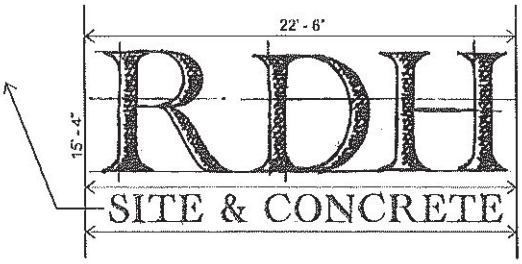
LIST OF THE MAJOR EQUIPMENT

HEAVY MACHINERY	CONDITION	ACQUIRED VALUE
2007 Ingersoll-Vibr Dbl Drum	Good	$ 36,805.00
2009 Cat Paver	Good	$ 61,702.50
2010 John Deere Backhoe 310J	Good	$ 43,300.00
Asphalt Distributor MC 30	Good	$ 24,430.00
Asphalt Reclaimer Bomag	Good	$ 9,164.82
Bobcat Skid Steer	Good	$ 18,000.00
Carlson WP810 Asphalt Elevator	Good	$ 37,399.45
CAT Backhoe 416C	Good	$ 38,587.50
CAT Mini Excavator	Good	$ 15,000.00
Dynapac Compactor Trench Padfot	Good	$ 4,375.00
Dynapac F25-4W Paver	Good	$ 11,050.00
Hyster Pneumatic Roller	Good	$ 12,000.00
Hyster Roller	Good	$ 6,000.00
JD-Disk Harrow	Good	$ 7,000.00
JD 624K Wheel Loader	Good	$ 59,801.25
JD 770D Motorgrader	Good	$ 65,809.99
John Deere 330LC Excavator	Good	$ 55,790.00
John Deere AG Tractor-4230	Good	$ 26,886.25
Kenco Smooth Drum Roller	Good	$ 3,650.00
Lay-Mar Sweeper 3 Tire	Good	$ 5,676.00
Roadtec RP180-10 Paver	Good	$ 42,000.00
Yanmar Mini Excavator	Good	$ 14,000.00
Crack Seal Machine	Good	$ 1,674.79
Set 2 Light Towers Magnum 4060	Good	$ 3,267.82
MC 30 Storage Tank	Good	$ 7,875.75
2010 John Deere 350D Hydraulic Excavator	Good	$ 50,783.93
2005 Komatsu PC300LC-L Hydraulic Excavatir	Good	$ 42,552.68
Further Machinery Upon Request		

B. MATERIALS AND MAJOR EQUIPMENT: The Bidder shall provide below a list of manufacturers and suppliers of major equipment and materials proposed on this contract:

ITEM	MANUFACTURER OR SUPPLIER
SEE ECHEDULE E	

BIDDER



SCHEDULE E

Suppliers

CAPA
3609 W. Palma Vista Dr.
Palmview Tx. 78572
956-580-2502

FERGUSON WATERWORKS
1900 w. Expressway 83
Mission Tx. 78572
956-584-8199

L&R READY MIX & PRECAST
3807 N. Bentsen Palm Dr.
Mission Tx. 78574
956-583-1790

CMC Construction Services
5301 N. Cage Blvd.
Pharr Tx 78577
956-781-0012

LHOIST NORTH AMERICA
P. O. BOX 985004
Fort Worth Tx 76185-5004
1-817-732-8164

Executed this: 12th Day of: December 20. 23

By: Dianaly De Hoyos
BIDDER

Title: General Manager

NOTARY PUBLIC

State of Texas
County of: Hidalgo

Subscribed and sworn to before me this: December 12, 2023

SAN JUANITA GARCIA
NOTARY PUBLIC

END OF SECTION

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

CITY OF EDINBURG NON-BRIBERY MODEL FORM

[*12/12/2023*]

RDH Site and Concrete, LLC
3809 Clavel St. Suite D
Palmview, Texas 78572

Dear: City of Edinburg

The undersigned party certifies that RDH Site & Concrete, LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Edinburg projects.

2. Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

3. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.

4. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Dianaly De Hoyos
Printed name

Signature

General Manager
Position in bidding company

12/12/2023
Date

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

Dianaly De Hoyos, who
[Affiant]

being by me duly sworn on his oath stated that he is General Manager, of
[Title]

RDH Site and Concrete, LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 12/12/2023.
[Date]

San Juanita Garcia
Notary Public in and for the State of TEXAS

San Juanita Garcia
[Print or type Notary Public name]

[Notary Seal]

My Commission Expires: May 02, 2025
[Expiration Date]

END OF DOCUMENT

SAN JUANITA GARCIA
Notary ID #129300077
My Commission Expires
May 2, 2025

FORM OF BUSINESS

Please, fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name: RDH Site and Concrete, LLC
State of Incorporation: TEXAS
Mailing Address: 3809 Clavel St. Suite D Palmview, Texas 78572

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority) *

Partnership/Joint Venture:

Partnership/Joint Venture Name: _____
Mailing Address: _____

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: _____
Mailing Address: _____

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)

* *Must be furnished upon request of the Owner and must be less than 90 days old.*

Dianaly De Hoyos - General Manager
[Typed Name and Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Typed Date]

END OF DOCUMENT

THE CITY OF Edinburg

Document 00640

CERTIFICATION REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

RDH Site and Concrete, LLC
[Typed Name of Company:]

Dianaly De Hoyos - General Manager
[Typed Name & Title of Authorized Representative]

[Signature of Authorized Representative]

12/12/2023
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT

Document 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and **MOR-WIL, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The project consists on building a drainage structure around City's raw water line downstream of the Schunior Detention Pond, recently constructed. The project includes excavation, grading, drainage structures and dewatering per Engineering Plans and Specifications prepared by SAMES, Inc.**

1.02 Contractor is responsible for requesting any necessary permits from the City of Edinburg or other entities in a timely manner as soon as a Notice to Proceed is issued.

THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **RFP No. 2024-007 Schunior Detention Pond Phase 3**

ENGINEER

3.01 The Owner has retained **SAMES, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Mario Alberto Garcia, P.E.**

CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 20, 2024** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 19, 2024.**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

Milestone 1: Based on complexity of project. Milestone for this project is substantial completion..

The milestones imply the streets are substantially completed and open to traffic. Milestones can be requested by the selected contractor to be reordered with the approval of City Engineer and Engineer of Record.4.04

Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	**$100.00**
$25,000.01	To	$100,000.00	**$200.00**
$100,000.01	To	$500,000.00	**$250.00**
$500,000.01	To	$1,000,000.00	**$300.00**
$1,000,000.01	To	$2,000,000.00	**$400.00**
$2,000,000.01	To	$3,000,000.00	**$500.00**
$3,000,000.01	To	$4,000,000.00	**$600.00**
$4,000,000.01	To	$5,000,000.00	**$700.00**
$5,000,000.01	And	Over	**$800.00**

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**250.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, Owner is not precluded from recovering other damages, whether actual, direct, excess, or consequential, for such delay, including for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. 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).

Unit Price Work (Base Bid)					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
1	BARRICADE, SIGNS & TRAFFIC CONTROL HANDLING	LS	1	$13,800.00	$13,800.00
2	MOBILIZATION	LS	1	$13,800.00	$13,800.00
3	SILT FENCE	LF	5549	$3.45	$19,144.05
4	GRATE INLET PROTECTION	LF	36	$19.17	$690.12
5	CONSTRUCTION ENTRANCE	EA	2	$3,036.00	$6,072.00
6	SW3P	LS	1	$4,140.00	$4,140.00
7	DITCH EXCAVATION	CY	2536	$20.70	$52,495.20
8	STONE RIP RAP (6 INCH)	SF	756	$5.33	$4,029.48
9	6'X2' RCB W/ FLOWABLE FILL	LF	204	$828.00	$168,912.00
10	CONCRETE WEIR RIP RAP	CY	80	$517.50	$41,400.00
11	DEWATERING (TEMPORARY SYSTEM)	LS	1	$69,000.00	$69,000.00
12	32" RCP DEMO	LF	100	$27.60	$2,760.00
13	Owner's Allowance	LS	1	$100,000.00	$100,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$496,242.85

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $**496,242.85**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values

established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. **95** percent of the value of the Work completed (with the balance being retainage); and

    b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **16** sheets with each sheet bearing the following general title: **Schunior Detention Pond Phase III**.
7. Addenda (none).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *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 8.02:

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; and

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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions. The Supplementary Conditions may also the terms, conditions and provisions of the General Conditions.

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

This Agreement will be effective on **January _____, 2024** (which is the Effective Date of the Contract).

Owner:

City of Edinburg
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

*(If **City of Edinburg** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

MOR-WIL, Inc
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **(MOR-WIL, Inc)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone:

Email:

License No.: _____
(where applicable)

State: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   1. correct the defective repairs to the Site or such adjacent areas;

   2. correct such defective Work;

   3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

   4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless 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.

18.09 *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.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. *Evidence of Owner’s Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. All time delays encountered during the construction process caused by adverse weather conditions shall be determined utilizing the following methodology.

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The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(5)	(4)	(4)	(4)	(5)	(5)	(5)	(8)	(6)	(5)	(5)

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse occurred in previous month), be calculated chronologically for the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the previous paragraph, above, the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the appropriate contract clause.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.02 Remove wording from Paragraph 5.02 A.2 “or otherwise resolve the claim by arbitration or other dispute resolution proceeding.”

5.03 *Subsurface and Physical Conditions*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **15** percent of the final Contract Price.

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2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$100,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$100,000.00
Each employee	$100,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

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a. Such insurance must be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$500,000.00
Products—Completed Operations Aggregate	$100,000.00
Personal and Advertising Injury	$250,000.00
Bodily Injury and Property Damage—Each Occurrence	$500,000.00

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J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$100,000.00
Each Accident	$500,000.00
Property Damage	
Each Accident	$100,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	**Policy limits of not less than:**
Each Occurrence	$250,000.00
General Aggregate	$500,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**500,000.00** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	**Policy limits of not less than:**
Each Occurrence/Claim	$100,000.00
General Aggregate	$100,000.00

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N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	**Policy limits of not less than:**
Each Claim	$500,000.00
Annual Aggregate	$1,000,000.00

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **Monday-Friday 8:00 am to 5:00 pm.**
2. Owner's legal holidays are **Federal recognized holidays**.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.13 *Safety and Protection*

SC-7.13 Insert the following at the end of the last sentence of Paragraph 7.13.F:

"with at least a 48-hour notice."

SC-7.18 Delete the following from Paragraph 7.18.A:

"or arbitration"

ARTICLE 8—OTHER WORK AT THE SITE

8.03 *Legal Relationships*

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SC-8.03 Delete the following from Paragraph 8.03.C:

"or otherwise resolve the claim by arbitration or other dispute resolution proceeding"

ARTICLE 9—OWNER'S RESPONSIBILITIES

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

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b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

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provisions of this Contract is the most current edition of **Rental Rate Blue Book for Construction Equipment**.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to **5** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **15** percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. A. At any time and without cause, Owner may suspend the Work or any portion thereof by giving written notice to Contractor and Engineer. Contractor shall resume the Work when

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directed to do so by the City. Contractor shall not be entitled to an adjustment in the Contract Price. Contractor may be entitled to an extension of the Contract Times as a result of any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date of resumption of Work. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of suspension of Services. If only a portion of the Work is suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to satisfy milestones, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If Owner determines in its sole discretion that any one or more of the events identified in Paragraph 16.02.A occur, Owner shall have the right, upon written notice, to terminate this Agreement immediately. Owner may enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

E. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds any unpaid balance to Contractor, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under

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any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Owner shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the Owner prior to receipt of notice of termination.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

This Section is deleted in its entirety.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. Arbitration as a dispute resolution is deleted in its entirety in the Contract Documents and General Conditions. All matters subject to final resolution under this Article shall be filed in a Court of competent jurisdiction in Hidalgo County, Texas.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

17.03 *Attorneys' Fees*

A. For any matter subject to final resolution under this Article and filed by the Owner, the Owner shall be entitled to an award of its reasonable attorneys' fees and costs incurred through the claim and litigation process.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.F.
MEG Engineers - Doolittle Detention Pond CMT

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Job Task Order No. 4 with Millenium Engineers Group, Inc. for Construction Materials Testing Services on the Doolittle Detention Pond Construction for an Amount Not to Exceed $80,254.60 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E. CFM, City Engineer]

2. **Description:**
Doolittle Detention Pond Project is part of the 2018 General Bond Election. The project consists of improving drainage for South Park and the area bounded by S. Veterans Blvd. to the east, E. Park Dr. to the north, S. Closner Blvd. to the west, and East Freddy Gonzalez Drive to the south. The Project will provide additional detention volume and increase drainage conveyance capacity within the storm sewer system.

The project is anticipated to be substantially complete within 540 calendar days from Notice to Proceed.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Job Task Order No. 4 with Millenium Engineers Group, Inc. for Construction Materials Testing Services on the Doolittle Detention Pond Construction for an Amount Not to Exceed $80,254.60 and Authorize the City Manager to Enter Into a Professional Services Agreement and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:
Tomas Reyna, Assistant City Manager

Prepared by:
Alicia Carmona, Engineer III
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Job Task Order No.4 - Doolittle Detention Pond CMT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER FOUR (4) TO THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC FOR CONSTRUCTION MATERIALS TESTINGS SERVICES FOR DOOLITTLE DETENTION POND CONSTRUCTION

This Job Task Order Number Four (4), to the Agreement between the City of Edinburg and Millennium Engineers Group, Inc., dated October 1, 2022, is entered into by and between the City of Edinburg (hereinafter referred to as **"City"**), and Millennium Engineers Group, Inc. (hereinafter referred to as **"Consultant"**),

RECITALS

WHEREAS, on **August 16, 2022** the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services (hereafter referred to as "Agreement" and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Geo-Technical Engineering Services, and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Four (4) to the Agreement to provide Construction Materials Testing Services for the Doolittle Detention Pond Construction as set out in Exhibit "A" attached hereto; and

NOW, THEREFORE, said Job Task Order Number Four (4) to the Agreement is hereby agreed to and included in the Agreement to provide Construction Materials Testing Services for the Doolittle Detention Pond Construction, at the amount not to exceed the proposed amount of $80,254.60, as set out in Exhibit "A" attached hereto.

If any of the terms of this Job Task Order Number Four (4), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in triplicate originals on this _____ day of _____, 2023.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

MILLENNIUM ENGINEERS GROUP, INC

BY:_____
Raul Palma, P.E.
President / Chief Geotechnical Engineer
5804 N. Gumwood
Pharr, Texas 78577
Phone: 956-702-8500
Fax: 956-702-4180
Email: rpalma@megengineers.com

Attachments: Exhibit "A" Proposal of Job Task Order 4
Exhibit "B" Agreement
Exhibit 'C" Certificate of Insurance

EXHIBIT “A”

December 15, 2023

Ms. Alicia Carmona, P.E., CFM, ENG.III
City of Edinburg – Engineering Department
acarmona@cityofedinburg.com

Subject: **Construction Materials Testing Services**
City of Edinburg - Doolittle Detention Pond Construction
Edinburg, Hidalgo County, Texas
MEG Proposal No. 01-23-341MR1

Dear Ms. Carmona,

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **$80,254.60**

The estimate provided is preliminary in nature and is based upon our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there are any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,

MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Andres Palma, P.E.
Materials Testing Manager

PROJECT INFORMATION

We understand that the proposed plans are to construct the City of Edinburg – Doolittle Detention Pond Construction project located in Edinburg, Hidalgo County, Texas. **Our understanding is that our services will be needed for subgrade, select fill, flexible base, concrete and asphalt testing.** Our involvement in the project is anticipated to include providing field and/or laboratory construction materials observation and testing during the duration of the project.

SCOPE OF SERVICES

MEG will provide materials observation and testing services that are in general accordance with the project plans and specifications. The quantity of services required for construction materials testing during the construction phase of the project will be affected by the general contractors scheduling, sequencing, progress, and performance. Therefore, our fee for construction material testing services will be based upon the provided unit and hourly rates. MEG's anticipated scope of services is as follows:

- ☒ Laboratory evaluation of Soils
- ☒ Field density and moisture evaluation of Soils
- ☒ Field observations and testing of Concrete
- ☐ Field observations of Reinforcing Steel
- ☐ Field observation of Steel Construction including Bolting, Welding, and Metal Decking
- ☒ Field observation and laboratory evaluation of Concrete and Asphaltic Pavement used during Pavement Construction

Experienced inspectors and laboratory personnel will be provided for construction material testing services. All services will be performed under the direction of a Registered Professional Engineer in the State of Texas. Field testing and laboratory reports will be processed on an on-call basis by personnel that have been authorized to schedule testing and observation by our CLIENT. All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the Project Information Sheet. An original copy of the report will be sent on a monthly basis along with the project invoice.

PROJECT ESTIMATE

The fees presented in this proposal and outlined in the Unit Rate Sheet section are based on prompt payment for services. Late fees will be charged if payment is not received in accordance with the terms as outlined in the Provisions section of this proposal. The estimated fee for providing the above services on the project is as follows:

☒SOILS (62 trips for subgrade, flexible base at pavement, utilities (Assumed 3' fill @paving)

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	15	115.47	$1,732.05
Percent Passing No. 200 Sieve (each)	15	62.43	$936.45
Standard Proctor (each)	15	257.27	$3,859.05
Wet Ball Mill	3	276.63	$829.89
Gradation (each)	3	79.99	$239.97
Nuclear Density tests (each)	365	26.72	$9,752.80
Field testing & observation (hourly)	217	80.40	$17,446.80
Vehicle Trips (each)	62	48.00	$2,976.00
Sub-Total (Soils)			**$37,773.01**

☒ CONCRETE (8 concrete set at (4 cylinders per set for curb and gutter repair)

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	8	32.90	$263.20
Compressive Strength Tests (each)	32	19.41	$621.12
Concrete Inspection & Testing Technician (hourly)	64	84.00	$5,376.00
Vehicle trip (each)	16	48.00	$768.00
Sub-Total (Concrete)			**$7,028.32**

☒ASPHALT (4 trips for asphalt rolling patterns & coring at pavement repair (assumed each street)

Task	Qty.	Unit Rate	Estimated Cost
Coring Rig (each)	1	133.00	$133.00
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	8	240.06	$1,920.48
Theoretical Maximum Specific Gravity of Mixtures (each test)	8	101.63	$813.04
Lab Density (each test)	8	89.08	$712.64
Nuclear Density (each)	28	26.72	$748.16
Asphalt Cores (each)	24	84.00	$2,016.00
Asphalt Core Density (each)	24	81.67	$1.960.08
Asphalt testing & observation (hourly)	72	84.00	$6,048.00
Vehicle trips (each)	12	48.00	$576.00
Sub-Total (Asphalt)			**$14,927.40**

☒PROJECT MANAGEMENT AND ADMINISTRATION

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	45	126.00	$5,670.00
Project Engineer (hourly)	45	168.00	$7,560.00
Report Prep. & Administration	1	7,295.87	$7,297.87
Sub-Total (Mgmt. & Admin.)			**$20,525.87**

Total Estimated Cost **$80,254.60**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip, Minimum three (3) density tests per trip.
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services.
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party.
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices.
- Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law**.**

SCHEDULE

We request that our office be contacted at 956/702-8501 at least 24 hours prior to the time our services are needed to allow for scheduling. Calls for scheduling services will need to be made by 5pm of the previous day when service requests are needed. Cancellation of service requests will need to be made at least 2 hours before the scheduled service request time. Cancellation of services that are scheduled to be performed before 8am (early morning) will need to be made prior to 5pm of the previous day. Our services will be performed as directed by the CLIENT, at the rates presented herein.

The contractor is responsible for performing the work in accordance with the plans and specifications. Our testing & observations of the work does not relieve the contractor of their responsibility to perform the work properly and in accordance with industry standards. Prior to the start of construction and our services, we do request one (1) set of approved project plans and specifications with addendums when applicable. We also request the contact information of the general contractor so cancellations, re-testing, or additional testing when required because of the contractor can be billed to the contractor. The project information form and invoicing instructions form will need to be submitted to our office within 5 days of the authorization date. Failure to do so will require MEG to furnish additional administrate support for this project and will be subject to additional administrative charges as required. In addition, an on-site pre-construction meeting with all involved parties is highly recommended to our CLIENT to clearly specify the expectations, scope, and responsibilities of all involved parties.

GENERAL COMMENTS

This proposal may be executed by signing the Authorization for Professional Services and returning a copy to MEG. Project initiation and set up may be expedited by emailing or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180. The terms, conditions, and limitations stated in the Provisions section and section of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date. Please contact our office if you have any questions or comments about the proposal that has been prepared for your project.

PLEASE SIGN THE FOLLOWING SHEET AND RETURN FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

Client: **City of Edinburg**

Consultant: **Millennium Engineers Group, Inc**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: Andres Palma, P.E./ Manager

Date: _____

Date: December 15, 2023

Please address invoices to:	**Please address deliverables and notices to:** **Same as invoices: Yes / No, address to:**
ATTN:	**ATTN:**

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet.** The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:
Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.

MILLENNIUM ENGINEERS GROUP, INC., PROFESSIONAL SERVICES AGREEMENT PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. (MEG) to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
MEG will charge overtime at the rate of 1.5 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
Project management will be billed for coordination and management of project and personnel.

4. **SCOPE OF SERVICES**
The scope of services is outlined in the Proposal, which along with these provisions, constitutes the agreement. "Services" meaning the specific analytical, testing, observation, or other service to be performed by MEG as set forth in MEG's proposal, CLIENT's acceptance thereof and these Provisions. The CLIENT has sole responsibility for determining whether the scope of MEG's services is adequate and sufficient based on the CLIENT's needs and budgetary constraints. The verbal or written ordering of services of MEG shall constitute acceptance of the terms of MEG's proposal and these Provisions, regardless of the terms of any subsequentially issued document. MEG will perform all standard tests, inspections, and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards. MEG has no right or responsibility to approve, accept, reject, or stop work of any agent or the CLIENT. Any services not noted in this proposal are excluded from the scope of services.

5. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MEG's administrative costs, as provided on the previous page of the authorization.

6. **COST ESTIMATES**
Any cost estimate provided by MEG will be on a basis of experience and judgment, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MEG cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

7. **PROFESSIONAL STANDARDS**
MEG shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the same locale and under similar circumstances at the time that the services are performed for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. Upon notice to MEG and by mutual agreement between the parties, MEG will without additional compensation, correct those services not meeting such a standard. MEG makes no other warranty, expressed or implied.

8. **TERMINATION**
Either CLIENT or MEG may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MEG in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

9. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or MEG against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by **MEG** for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to MEG will be returned to the CLIENT. It is the intent of MEG and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MEG agree that in the event CLIENT and MEG enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MEG may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MEG's agreement to credit excess interest or return same to CLIENT after the New Principal64is paid.

11. **LIMITATION OF LIABLITY**
MEG's total cumulative liability to the CLIENT of MEG, it's subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "MEG Entities") arising from services under this agreement, including attorney's fees due under this agreement, will not exceed the gross compensation received by MEG under this agreement or $434,000.00, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors and omissions in MEG's services, whether alleged to arise in tort, contract, warranty or other legal theory.

12. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MEG if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MEG, and which is referenced under Compensation.

13. **SALES TAX**

In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

14. TERMINATION FOR NON-PAYMENT OF FEES

MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

15. INDEMNIFICATION

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

16. DELAYS AND FORCE MAJEURE

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

17. DATA AND INFORMATION

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

18. INTELLECTUAL PROPERTY

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

19. INFORMATION MANAGEMENT

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

20. ON-SITE RESPONSIBILITIES AND RISKS

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

21. CONSTRUCTION OBSERVATION AND TESTING

MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

EXHIBIT “B”

EXHIBIT “C”

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC FOR GEOTECHINICAL ENGINEERING SERVICES PURSUANT RFQ NO. 2022-008**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Millennium Engineers Group, Inc** (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional geotechnical engineering services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

5804 N. Gumwood
Pharr, Texas 78577
Attn.: Raul Palma, P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

MILLENNIUM ENGINEERS GROUP, INC

BY:_____
Raul Palma, P.E.
President / Chief Geotechnical Engineer
5804 N. Gumwood
Pharr, Texas 78577
Phone: 956-702-8500
Email: rpalma@megengineers.com

Attachments: **Exhibit "A" RFQ 2020-008, Scope of Services and Proposal**
Exhibit "B" Insurance
Exhibit "C" Fee Schedule

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES

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REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg 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.

RFQ'S will be received until 3:00 p.m. Central Time, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ 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 RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-008
GEO-TECHNICAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com , or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing Proposals:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2022-008
GEOTECHNICAL ENGINEERING SERVICES

INTENT

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL,**" and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFQ's:	City of Edinburg C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold RFQ/s **90** days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT
Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD
Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS
THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS
It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ
RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ
If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS
The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT
The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **GEOTECHNICAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled **"Addenda and Modifications"**.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An original and Five (5) **COPY** sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES". In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ's:	415 W. University Drive C/o City Secretary Department (1st Floor)
If using Land Courier (i.e.FedEx, UPS):	City of Edinburg C/o City Secretary 415 W. University Drive Edinburg, Texas 78541
If Mailing RFQs:	City of Edinburg C/o City Secretary P.O. Box 1079 Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of

1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Engineering is currently seeking to retain a rotation list of qualified professional Geotechnical Engineering firms to provide Geotechnical Engineering and Material Testing. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geotechnical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. Geotechnical:
   - A. Slab on Grade Foundation Evaluation and Recommendation
   - B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
   - C. Site Work
   - D. Retention Systems
   - E. Field Exploration
   - F. Laboratory Testing
   - G. Analysis and Reports
   - H. Other Geotechnical Evaluation
   - I. Environmental Reports

2. Construction Materials Testing:
   - A. Plans Review
   - B. Earthwork Services
   - C. Density Testing
   - D. Post Construction Services
   - E. Foundation Inspection Services
   - F. Concrete Services
   - G. Structural Steel Services
   - H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Geotechnical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;

2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.

4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.

5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.

7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022
RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **August 2, 2022 and no later than 3:00 pm.** Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of

response must be provided. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEOTECHNICAL ENGINEERING SERVICES.**

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND DISCIPLINE CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT RFQ NO. 2022-0XX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and ***FIRM NAME***, Inc (hereinafter **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A".**

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Consultant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Consultant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

Section XXI
Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY:_____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: **Exhibit "A" RFQ 2020-003, Scope of Services and Proposal**
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES PURSUANT TO RFQ NO. 2022-XXX

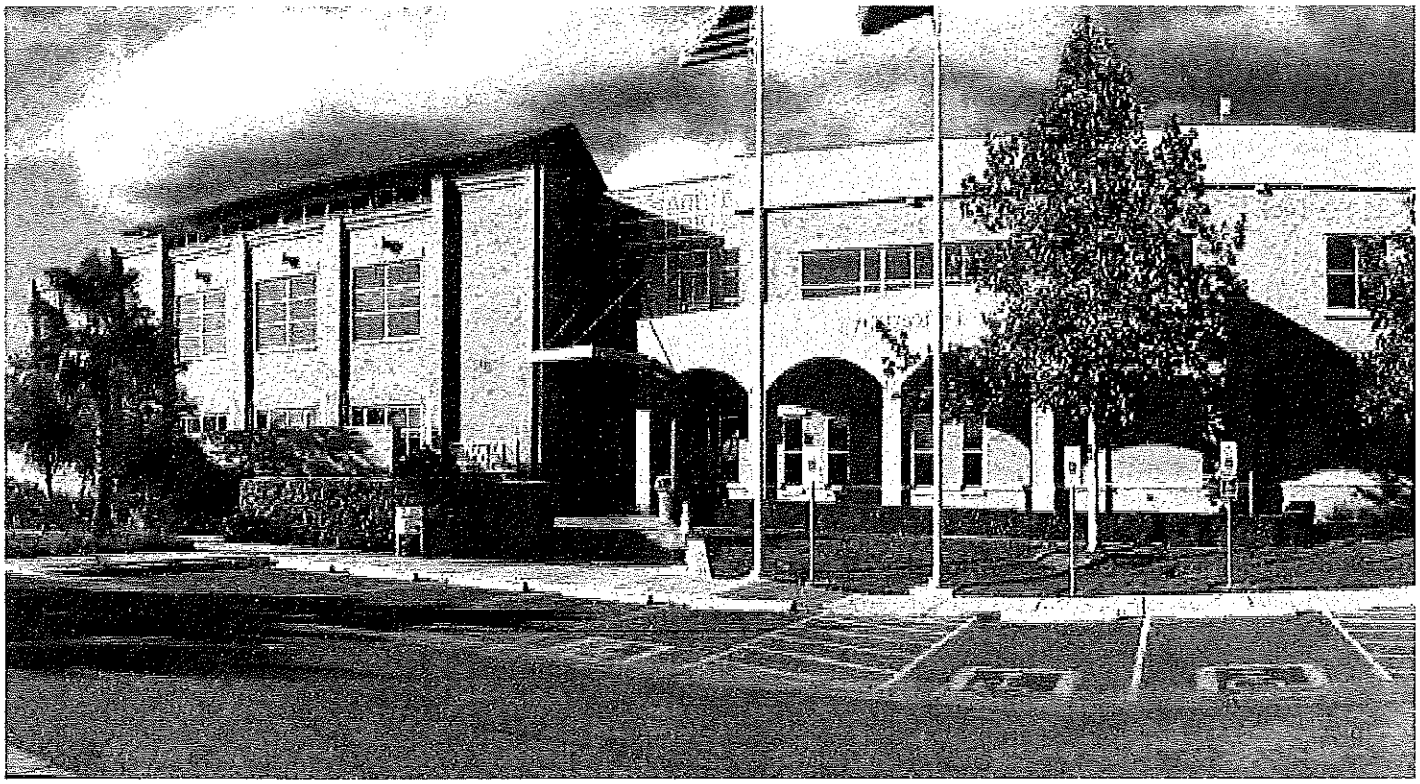
Copy

Millennium Engineers Group

MEG ENGINEERS

Construction Geotechnical Testing

Statement of Qualifications



Statement of Qualifications for Geo Technical Engineering Services 2022-008

THE CITY OF Edinburg

July 21, 2022
City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, TX 78551

RE: Statement of Qualifications for Geo-Technical Engineering Services RFQ# 2022-008

Dear City of Edinburg,

The City of Edinburg is looking for the most qualified engineering firm to work with the city on various projects to provide **Geo-Technical Engineering Services.** Millennium Engineers Group, Inc. (MEG) is that firm. We believe that MEG is the right choice for City of Edinburg based on the following:

History of Stability and Strong Texas Presence
MEG is a corporation that has never been sold, acquired, or merged with other entities. We are confident that the people and company you see in Texas today will be the people and company you see for the life of your projects. Furthermore, Mr. Raul Palma, P.E. President and Owner of MEG has 39 years of engineering experience in Texas. MEG has offices in Pharr, Laredo, San Benito, Odessa, and Austin TX, with fully functional and accredited testing labs. Our firm is a certified Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE) and Historically Underutilized Business (HUB).

Experienced Project Manager
Raul Palma has spent over 39 years working on Central Texas projects including 20 years as the president and chief engineer of MEG. He has successfully completed various projects within the great state of Texas.

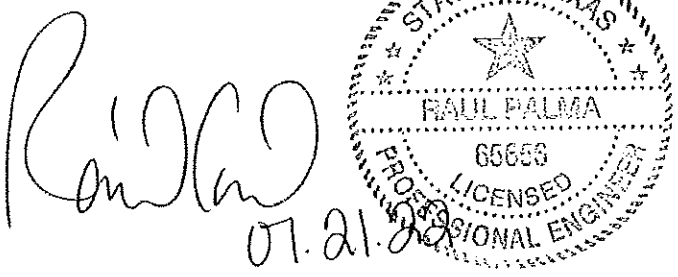
Pride in Execution
MEG is acutely aware of the financial and management challenges facing most entities these days.

We are committed to:

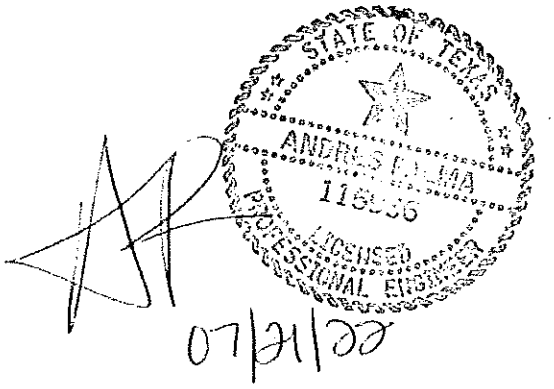
- Working to identify and implement projects in the most cost-effective manner.
- Communicating closely with the client to meet your requirements and schedule
- Knowledge of geotechnical solutions for cost effective construction methods.
- Dedicated to quality: **AASHTO** and **USACE** accredited laboratory.
- **The most AASHTO accreditations of any laboratory in South Texas.**

Our team is thrilled about the opportunity to serve the City of Edinburg and is ready to start immediately upon selection. If you have any questions or would like to discuss our approach or team capabilities in greater detail, please contact me at any time at rpalma@megengineers.com. Thank you for your consideration.

Respectfully,
MILLENNIUM ENGINEERS GROUP, INC
TPBE Firm No.: F-3913



Raul Palma, P.E
President / Chief Geotechnical Engineer



Andres Palma, P.E
Engineering Manager

Firm Introduction

In the Rio Grande Valley MEG is

Innovative

Responsive

Professional

Convenient

Reliable

Our Services

Geotechnical Engineering

Construction Materials Testing

Environmental Engineering

Consulting

Forensics



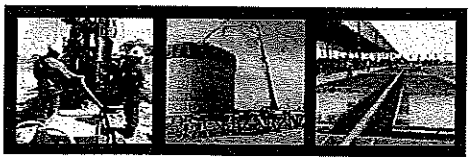
Millennium Engineering Group, Inc. (MEG) provides complete geotechnical engineering and consulting services, construction material engineering and testing, environmental engineering, forensic testing, and consulting services to its client base of government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients. Our strength is our people; combining their experience and collaborating as a unit enables us to quickly identify our roles and deliver accurate cost-effective deliverables. Whether defining a new working relationship or continuing to the next project our mission remains the same: to achieve yours.

History

MEG was founded in 2001 by Mr. Raul Palma, P.E. on the principles of honesty, integrity, and service. The goal to provide innovative geotechnical and material testing services, continue to raise the level of quality in the local profession, and make a difference in the community. Today, MEG provides a full range of integrated geotechnical engineering and consulting services, construction material engineering and testing, environmental engineering, forensic testing, and consulting services. Our philosophy and practices have been positively reflected in both client and employee loyalty and contribute to a steady growth in a diversity of projects.

Quality Accreditation and Business Certification

- MEG is accredited by the **American Association of State Highway and Transportation Officials (AASHTO)** and the **United States Army Corps of Engineers (USACE)**. MEG is audited by and independent AASHTO & USACE auditor, as part of our accreditation process.
- MEG is a minority owned and operated business certified as:
  - **Historically Under-utilized Business (HUB)**
  - **Small Business Enterprise (SBE)**
  - **Minority Business Enterprise (MBE)**
  - **Emerging Small Bus. Enterprise (ESBE)**
  - **Hispanic American Bus. Enterprise (HABE)**



- **Disadvantaged Business Enterprise (DBE)**

- MEG meets the requirements for ASTME329 Standard of Recommend Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.

Personnel and Resources

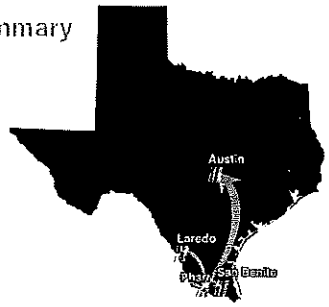
Personnel
5 Registered Professional Engineers
3 Engineers in Training
2 Materials Testing Manager
2 Geotechnical Manager
1 CMT Supervisor / Dispatcher
2 Geotechnical Drilling Crews
25 Engineering Technicians
1 CAD Designer
9 Administrative Staff

Millennium Engineers Group, Inc. (MEG) has the ability to meet your schedule and deadline because of its thorough training and understand of its CLIENTS needs, its resources, MEG's resources, and industry requirements. MEG employs a staff of 50 individuals comprising of geotechnical engineers, engineering technicians, inspectors, and support staff. Our firms have personnel and laboratory equipment to provide geotechnical engineering and construction materials testing services in the following areas.

Equipment

- Atterberg Limits
- Moisture Contents
- Minus No.200 Sieve Analysis
- Dry Sieve Analysis
- Moisture Density Relationships
- Density Testing
- California Bearing Ratio (CBR)
- Optimum Cement or Lime Content for Stabilization of Soils
- Classification of Soils
- Hydrometer
- Consolidation
- Triaxial Testing
- Unconfined Compression
- Deleterious Material Determination
- Decantation of Aggregates
- Wet Ball Mill
- Ph Testing
- Aggregate Resistivity Testing
- Aggregate Soundness
- Concrete Testing
- Asphalt Testing
- Mortar and Grout Testing
- Concrete Material Designs
- Hot Mix Asphaltic Concrete Designs
- 2-Concrete Compression Machines
- 1-Three Point Conc. Beam Compression
- 5-Ovens
- 6-Measuring Scales
- 1-Concrete Curing Room
- 2-Concrete Saws
- 1-Asphalt Ignition Oven
- 1-Asphalt Gyratory Press
- 5-Manual Proctor Hammer
- 1-Automatic Proctor Hammer
- 1-Hveem Stability
- 1-Gilson 50 Gallon Sample Shaker
- 1-Sand Equivalent
- 2-Computerized One Dimensional Consolidation Frames
- 1-Computerized Triaxial Load Frame
- 4-Sieve Analysis Shakers
- 3-Sample Splitters
- Sulfate Testing

Office Summary



San Benito Office
Point of Contact: Raul Palma, P.E.
30745 E. Expressway 83
San Benito, Texas 78586
O 956.300.2500 F 956.702.4180
E rpalma@megengineers.com

Pharr Office
Point of Contact: Andres Palma, P.E.
5804 N. Gumwood
Pharr, Texas 78577
O 956.702.8500 F 956.702.4180
E apalma@megengineers.com



Project Commitment

MEG is committed to your projects, program, goals, and timelines for project schedule. We will provide the essential staff, equipment, and resources to be available and responsive daily for the geotechnical engineering, construction materials testing/inspection services for the proposed city project. Our Pharr office is equipped and trained to provide the level of service and responsiveness required by **The City of Edinburg.** MEG has extensive local resources and expertise to complete large project programs. The key personnel presented in this Statement of Qualifications are committed to the city projects and will be available throughout the life of the project.



Project Communication

Communication is the key to all successful projects. The management of the testing and inspection program for the project will begin with the introduction of the project team members. Upon notification of award, our engineers and staff will meet with members of the project team who have an active role in the project. This is a critical phase in order to communicate project information, goals, timelines, or potential conflicts.

Review of Construction Schedule

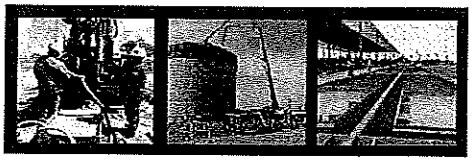
MEG will review the most up-to-date construction schedule by task after design documents are completed. The testing and inspection program can best support regulated testing and control final testing costs if we clearly understand the project testing requirements.

Construction Meetings

From the initiation of the project until the completion, we propose biweekly or monthly management meetings with the construction manager or his representative and other project team members. At these meetings it is necessary, to review and discuss testing results, project progress, and project schedule.

Daily Communication

MEG on site representative will maintain daily communication with the contractor's superintendent, and the designated project team members in order to schedule the required services and to communicate inspection and test results. Our project manager will communicate the results of critical off-site testing and inspections to the designated project team representatives the same day testing is performed.



Project Team

Mr. Raul Palma, P.E. (bilingual) Chief Geotechnical Engineer

Principal, 21 years with firm
Areas of Expertise: *Geotechnical Engineering & Construction Materials Testing*
Professional License: Registered Professional Engineer, 38 years of experience

Mr. Andres Palma, P.E. (bilingual) Geotechnical Engineer

Principal, 17 years with firm
Areas of Expertise: *Geotechnical Engineering & Construction Materials Testing*
Professional License: Registered Professional Engineer, 17 years of experience

Mr. Joel Warriner P.E. (bilingual) Geotechnical Engineer

1 year with firm
Areas of Expertise: *Construction Materials Testing, Construction, Project Inspection*
Professional Licenses: 40 year of experience, **8 years of Experience in the Dallas-Fort Worth Area**

Mr. Amos Emerson, P.E (bilingual) Geotechnical Engineer

5 years with firm
Areas of Expertise: *Construction Materials Testing, Geotechnical Engineering, Construction, Project Inspection*
Professional Licenses: Engineer in Training License, 5 years of experience

Mr. Juan Borjon, P.E. (bilingual) Materials Engineer/CMT Technical Manager

3 years with firm
Areas of Expertise: *Construction Materials Testing, Geotechnical Engineering, Construction, Project Inspection*
Professional Licenses: Registered Professional Engineer, 10 years of experience, ACI

Dr. Thang Pham, Ph.D, P.E. Geotechnical/CMT Materials Engineer

2 years with firm
Areas of Expertise: *Geotechnical Engineering & Construction Materials Testing*
Professional Licenses: Registered Professional Engineer, 20 years of experience

Mr. Lucas Castillo, P.E. (bilingual) Environmental Engineer

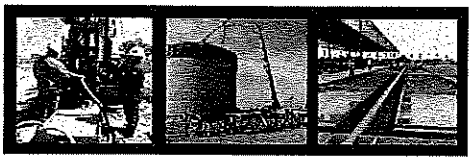
7 years with firm
Areas of Expertise: Environmental Engineering, *Geotechnical, Construction Materials Testing*
Professional License: Registered Professional Engineer, 13 years of experience

Mr. Humberto Palma, NIECT, CWI (bilingual) Materials Manager

21 years with firm
Areas of Expertise: *Construction Materials Testing, Steel Construction and Welding*
Professional Licenses: Certified Welding Inspector, CWI, TxHMAC Level 1 A&B, NICET, 21 years of experience

Mr. Arturo Garcia (bilingual) Senior Inspector

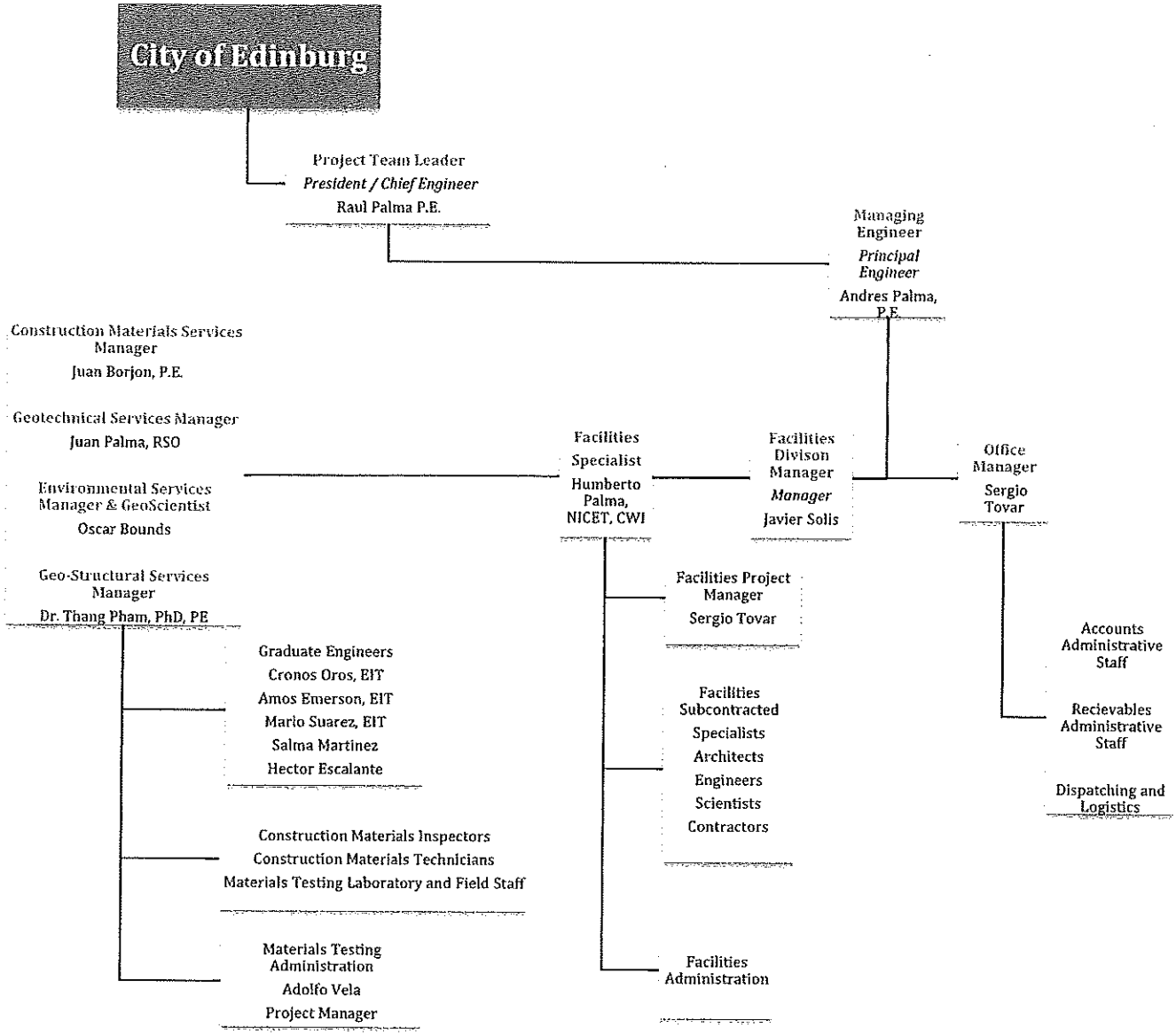
4 years with firm
Areas of Expertise: *Construction Materials Testing, Construction, Project Inspection*
Professional Licenses: ACI, TxHMAC Level 1 A, 17 years of experience

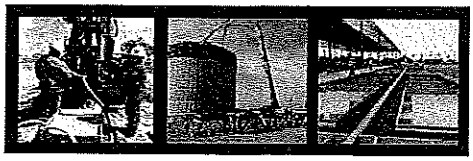


MEG ENGINEERS

Project Team

MEG proposes to utilize the latest measurement techniques to effectively perform the services of this agreement with our current staff as proposed in our organizational chart. We understand that we need to respond quickly to some service requests, and we are practiced in having staff available on short notice, if necessary. Our current and projected workloads are such that we are confident of our ability to meet the City of Edinburg expectations in terms of having appropriate staff resources available when they are needed. The organization chart below reflects the staff we anticipate using for the proposed projects; however, we have additional personnel that can also be utilized if needed.





Raul Palma P.E.
Principal Engineer

PROFESSIONAL EXPERIENCE

Mr. Palma is a licensed Professional Engineer with over 39 years of experience in geotechnical engineering, construction materials testing, management, and engineering design of highways, streets, and utilities. Mr. Palma has directed and completed a wide variety of geotechnical projects throughout the Central and South Texas region. As President and Chief Geotechnical Engineer of the Pharr, Texas office, he is responsible for overall operations management of the Austin, Pharr, Laredo and San Benito Offices.

As geotechnical project manager, he is responsible for coordination and completion of geotechnical engineering projects. His experience includes subsurface explorations, laboratory testing, foundation investigation and design; slope stability assessments and remediation design, pre-load fill design; geotechnical plans and specifications preparation; and construction monitoring. Client relationships have included city and county agencies; engineering and architectural firms; municipal and utility districts, as well as private developers and constructors.

During Mr. Palma's employment with the Texas Department of Transportation (TxDOT), Mr. Palma gained an extensive background in the area of geotechnical and materials engineering serving as the District Materials Engineer for a centralized laboratory for TxDOT in the Pharr District located in Pharr, Texas. As the District Materials Engineer he was responsible for overseeing the testing and approval of materials for all construction projects in the Cameron, Hidalgo Starr, Zapata, Jim Hogg, Brooks, Willacy and Kennedy counties. At the end of his tenure with TxDOT, the Pharr District had a construction program of approximately $170 million dollars of construction per year. He oversaw all the geotechnical exploration and soil testing for all bridge and retaining wall structures in these same counties. Mr. Palma also served as the assistant to the State Concrete and Physical Testing Engineer at the

Education
Graduate of Edinburg High School
Edinburg, Texas
1978

Bachelors of Science in Civil Engineering
Princeton University, Princeton, New Jersey
1982, Cum Laude

Registrations
Texas Board of Professional Engineers: Registration Number 65656 is Current

Affiliations
American Society of Civil Engineers
GEO Institute
American Concrete Institute

Work History
MEG Engineers, Pharr, Texas
President / Chief Geotechnical Engineer
2001- Present

Texas Department of Transportation
Pharr, Texas
District Materials Engineer
1990-2001

Texas Department of Transportation

Materials & Tests Division of TxDOT and during this period he gained extensive experience in concrete, concrete admixtures, reinforcing steel, and pre-stressed steel. Mr. Palma's extensive experience in the area of materials and geotechnical engineering gives our firm a unique ability to provide services of the highest professional caliber.

PROJECT EXPERIENCE

HIGHWAY AND BRIDGES

- US Highway 83 – FM 494 to Bus 83, Texas Department of Transportation – Mission, Texas
- US 83 Highway – FM 1426 to FM 493, Texas Department of Transportation – Alamo, Texas
- US Highway 83/77 Interchange, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83 – US 83 S. to LP 499, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83, Texas Department of Transportation – Brownsville, Texas

HEAVY INDUSTRIAL

- North Edinburg Industrial Park Phase 1, Edinburg EDC – Edinburg, Texas
- North Edinburg Industrial Park Phase 2, Edinburg EDC – Edinburg, Texas
- Pharr Produce District Subdivision Industrial Park, City of Pharr – Pharr, Texas
- Weslaco Industrial Park, Weslaco EDC – Weslaco, Texas
- IBTC Corridor, Hidalgo County Regional Mobility Authority – Hidalgo County, Texas

PUBLIC

- Edinburg Public Safety Building, City of Edinburg – Edinburg, Texas
- Daniel Sekula Memorial Library, City of Edinburg – Edinburg, Texas
- Pharr International Bridge Improvements, City of Pharr – Pharr, Texas
- Edinburg City Hall, City of Edinburg – Edinburg, Texas
- Hidalgo Wastewater Treatment Plant, City of Hidalgo – Hidalgo, Texas

COMMERCIAL

- COSTCO, Klienfelder – Pharr, Texas
- First Community Bank – Brownsville, Texas
- Members First Federal Credit Union – Harlingen, Texas
- Security First Credit Union – Edinburg, McAllen, Pharr, Brownsville, Mission, Texas

EDUCATION

- Nursing & Allied Health Building (NAH), South Texas College – McAllen, Texas.
- Information and Technology Building (IT), South Texas College - McAllen, Texas.
- Instructional Support Services Building (ISS), South Texas College – McAllen, Texas.
- Jaime Escalante Middle School, PSJA ISD – Pharr, Texas
- FJ Scott Elementary School , Roma ISD – Roma, Texas

RETAIL / MIXED-USE

- The Shoppes of the Rio Grande Valley – Edinburg, Texas
- Riverview Retail Center – Roma, Texas
- Morrison Crossing Retail Center – Brownsville, Texas
- Auto Zone Stores – McAllen, Roma, Texas
- Goodwill Stores – Edinburg, McAllen, Edinburg

Andres Palma P.E.

Managing Geotechnical Engineer

PROFESSIONAL EXPERIENCE

Mr. Palma serves as office manager of MEG's San Benito, Texas office. He has over 15 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the Central and South Texas area. Geotechnical projects that Mr. Palma has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, parking garages, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions and general retail centers. Pavement design projects that Mr. Palma has been involved with include highways, industrial parks, heavy duty brick paving, freight centers and industrial applications.

Mr. Palma's responsibilities as a Geotechnical Engineer include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel.

Mr. Palma's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE

EDUCATION

- Jaime Escalante Middle School, PSJA ISD – Pharr, Texas
- La Joya ISD Stadium Improvements, La Joya ISD - La Joya, Texas
- 6 Story Student Dorms, University of Incarnate Word – San Antonio, Texas
- 9 Story Parking Garage, University of Incarnate Word – San Antonio, Texas
- Edinburg CISD Stadium Improvements – Edinburg, Texas

PAVEMENTS

- SH 365 Hidalgo County Regional Mobility Authority – Hidalgo County, Texas
- IBTC Corridor Hidalgo County Regional Mobility Authority – Hidalgo County, Texas
- Pharr Produce District Industrial Subdivision, City of Pharr – Pharr, Texas
- McIntyre Streetscape Brick Paving, City of Edinburg – Edinburg, Texas
- FedEX Freight Facility – Harlingen, Texas
- North Edinburg Industrial Park – Edinburg, Texas

PUBLIC

- NAWSC Regional Water Treatment Plant – Weslaco, Texas
- City of Hidalgo WWTP Improvements – Hidalgo, Texas

Education

Graduate of Edinburg High School
Edinburg, Texas
2002

Bachelors of Science in Civil Engineering
University of Texas San Antonio,
San Antonio
2006

Registrations

Texas Board of Professional Engineers:
Registration Number 115936 is Current

Affiliations

American Society of Civil Engineers
GEO Institute
American Concrete Institute
Deep Foundation Institute

Work History

MEG Engineers, Harlingen Texas
Geotechnical Engineer, 2009-present

Professional Service Industries, San Antonio, Texas
Staff Engineer, 2007-2009

MEG Engineers, Pharr, Texas
Engineering Staff, 2001-2006

Prime Firm

11 years with Prime Firm

- Hidalgo County Precinct No. 2 Office – Pharr, Texas
- San Antonio International Airport Parking Garage – San Antonio, Texas
- Harlingen Water Works Elevated Water Storage Tank – Harlingen, Texas
- PSJA ISD Stadium Improvements – Pharr, Texas
- La Joya ISD Jimmy Carter High School Forensic – La Joya, Texas
- South Texas Museum of History Jail Structure – Edinburg, Texas

COMMERCIAL

- Morrison Crossing Development – Brownsville, Texas
- The Fingers Development, West Section Improvements – Port Isabel, Texas
- The Shoppes of the Rio Grande Valley – Edinburg, Texas
- Alon Towne Center – San Antonio, Texas
- Renaissance Center Subdivision Development – McAllen, Texas

HEAVY INDUSTRIAL

- Royal Technologies 320,000 sf – Mission, Texas
- Don Hugo Produce 270,000 sf – Edinburg, Texas
- Santana Textiles 500,000 sf combined – Edinburg, Texas
- Loop Cold Storage Expansion – McAllen, Texas
- Brownsville Oil Storage Facility, Port of Brownsville – Brownsville, Texas

RETAIL / MIXED-USE

- The Vistana Condominiums, 17 story – San Antonio, Texas
- Tesoro Corporate Towers, 14 story, 7 Story, Parking Garages – San Antonio, Texas
- Unity Center Development, 6 story & 2 story – McAllen, Texas
- Peninsula Condominium Tower, 7 story – South Padre Island Texas
- Edinburg Student Housing Buildings, 4 story & 3 story – Edinburg, Texas

Juan M. Borjon P.E.
Materials Engineer

PROFESSIONAL EXPERIENCE

Mr. Borjon serves as materials engineer/CMT technical manager of MEG's Pharr and Austin Texas office. He has over 11 years' experience in the engineering industry and vast knowledge in civil engineering and construction materials testing in the South Texas area. Projects that Mr. Borjon has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Borjon has been involved with include highways, industrial parks, heavy duty concrete/asphalt paving, freight centers, and industrial applications.

Mr. Borjon's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

Education
Graduate of Edinburg High School
Edinburg, Texas
2005
Bachelor of Science in Civil Engineering
University of Texas at Austin, Austin
2009

Registrations
Texas Board of Professional Engineers: Registration Number 121570 is Current

Affiliations
American Society of Civil Engineers
Construction Institute
American Concrete Institute
Texas Society of Professional Engineers

Work History
MEG Engineers, Pharr, Austin Texas
Materials Engineer/CMT Technical Manager, 2018-present
Terracon Consultants, Pharr, Texas
Senior Staff Engineer, 2014-2018
Halff Associates, McAllen, Texas
Civil Engineer, 2012-2013
SWG Engineering, Weslaco, Texas
Project Engineer, 2010-2012

PROJECT EXPERIENCE

EDUCATION
- Carmen Anaya Elementary School Paving Improvements, PSJA ISD – Pharr, Texas
- Bulldog Drive Improvements, McAllen ISD - McAllen, Texas
- Robert Vela High School Performing Arts Center – ECISD – Edinburg, Texas

PAVEMENTS
- Hidalgo County Regional Mobility Authority BSIF Connector – Hidalgo County, Texas
- Texas A&M University Kingsville Campus Pavements – Kleberg County, Texas

AIRPORT
- Valley International Airport Improvements – Harlingen, Texas
- McAllen International Airport Concrete Cores – McAllen, Texas

PUBLIC
- McAllen NWWTP Pump Station Improvements – McAllen, Texas
- Hidalgo County County-Wide Mechanic Shop – Pharr, Texas
- SWSC Elevated Water Storage Tank – Mission, Texas
- McAllen ISD Homer J. Morris Middle School Paving Improvements – McAllen, Texas
- McAllen ISD Ben Milam Elementary School Pavilion – McAllen, Texas
- South Texas/UTRGV Medical Academic Building – Edinburg, Texas

COMMERCIAL
- Love's Travel Stop – Donna, Texas
- Pharr Town Center – Pharr, Texas
- At Home Store – Pharr, Texas
- Raising Cane's – Edinburg, Weslaco, Pharr, Harlingen, Texas
- Chick-fil-A – McAllen, Edinburg, Pharr, Texas

HEAVY INDUSTRIAL
- FedEx Freight Facility – Mercedes, Texas
- ScanTech Expansion Facility – McAllen, Texas

Representative Projects

City of Edinburg

Sam Houston Public Service Building for a 19,400 sqft facility, 2020

Citrus Village Subdivision No. 2, 2020

Edinburg Stadium and Dawson Dr. Drainage Improvements, 2020

Santa Cruz Section 1 Phase I – IV, 2020

Sonador Subdivision, 2020

Union Square Apt., 2020

Fire Station No. 5, 2019

City of Edinburg Auditorium Basement, 2016

24th Street Drainage Improvements

City of Edinburg Water Treatment Plant

Jackson Pointe Subdivision Sanitary Sewer Drainage Project

McIntyre Streetscape and Drainage Improvements Edinburg City Hall

Dustin Sekula Edinburg Library

Joe Ochoa Road

North Edinburg Industrial Park Phase 1 & 2.

Various Roadways, North Edinburg Industrial Park Phase 1 & 2.

Geotechnical Engineering & Construction Materials Testing

Mr. Ramiro Garza, Jr.

City Manager

(956) 388-8207

City of McAllen

El Rancho Santa Cruz Subdivision Drainage Improvements Project

Geotechnical Engineering

Mr. Mario A. Cruz, P.E., CFM, CSM

Drainage Engineer

(956) 681-11580

City of Harlingen

Harlingen Destination Park Improvements

Construction Materials Testing Services

Lon C. Hill Park ADA Restrooms

Construction Materials Testing Services

Harlingen Fire Station No. 2

Construction Materials Testing Services

Mr. Andy Vigstol, P.E.

City Engineer

(956) 216-5223

City of South Padre Island

PR 100 Median, Boardwalk and Sidewalk Improvements Project

Construction Materials Testing Services

White Sand Street Drilled Pier Foundations Supporting a Concrete Drive Over Structure, 2020

Geotechnical Engineering and Construction Materials Testing Services

Streets Widening Improvements (Georgia Ruth Dr., Polaris, and Mars), 2018

Geotechnical Engineering and Construction Materials Testing Services

Mr. Alejandro Sanchez, P.E., CFM, CSM

Public Works Director

(956) 761-3837

Representative Projects

City of McAllen
Projects: El Rancho Santa Cruz Subdivision Drainage Improvements Project

Construction Materials Testing

Mr. Mario A. Cruz, P.E., CFM, CSM
Drainage Engineer
(956) 681-11580

Final Construction Material Testing Cost: $9,747.00

City of Pharr
Projects: BGRR Midtown Subdivision, New Fire Station No.4, PSJA Aquatic Facility, MAS Logistics Subdivision, Northside Community Center, Northbound lanes Expansion, Minnesota Hills Subdivision, Veterans Centre Subdivision Jones Box Park Pedestrian Bridge Crossing.

Geotechnical Engineering & Construction Materials Testing

Mr. Pilar Rodriguez, P.E.
City Engineer
(956) 702-5335

Project Detail: **City of Pharr/PSJA Aquatic Facility**
Final Geotechnical Engineering & Material Testing Cost: $72,291.82

City of Edinburg
Projects: McIntyre Square Amphitheater & Water Gardens, Brentwood Manor Sub.La Villita Estates No.2 Citrus Village Subd. No. 2, Edinburg Stadium & Dawson Drive Drainage, Heights on Wisconsin - Phase II Subd. , Sonador Subdivision, Sonador Coves Subdivision Phase II

Geotechnical Engineering & Construction Materials Testing

Mr. Richard Hinojosa
City Manager
(956) 388-8207

Project Detail: **McIntyre Streetscape and Drainage Improvements**
Preliminary Construction Material Testing Estimate: $61,364.19 /Final Construction Material Testing Cost: $57,944.06
Final Geotechnical Engineering Cost: $4,000.00

City of Harlingen
Projects: 2019-2020 Street Improvements, Cavity Hole & GPR Equipment, Fire Station No.2, Harlingen Destination Park Improv, West Fire Station, 2015 General Fund Project & Wilson Road, Stuart Place Fire Station Building.

Geotechnical Engineering & Construction Materials Testing

Mr. Ponciano Longoria, P.E.
City Engineer
(956) 216-5280

Project Detail: **3rd Street Drainage Improvements**
Preliminary Construction Material Testing Estimate: $3,736.87/Final Construction Material Testing Cost: $2,994.65

City of Brownsville
Projects: 3562 Street & Drainage ,(GEO) Existing St. Light Pedestal *2018-2019 On Call (2018-2019 Construction Materials Testing Services)Battel field Trail Extension (2019 Geotechnical Engineering Services),Brownsville Metro East Transfer Station (2019 Construction Materials Testing Services)*

Geotechnical Engineering & Construction Materials Testing
Project Detail: (Geo) existing St. light Pedestal 2018-2019 On-Call/Final Construction Material Testing Cost: $49,000.00

Mr. Doroteo Garcia, P.E. City Engineer (956) 541-1012

THE CITY OF Edinburg

To Whom It May Concern:

RE: Millennium Engineers Group

Gentlemen:

Millennium Engineers Group has been on the City's Geotechnical and Material Testing rotation list in the municipalities in which I have acted as the City Engineer; Edinburg and Weslaco. This has occurred over approximately 7 years. Millennium Engineers Group is a very responsive firm. They have always performed in a professional manner with a quality final product and efficient engineering practice. I highly recommend Millennium Engineers Group.

If you have any questions, feel free to contact me at (956) 388-8211 at your earliest convenience.

Sincerely,

, PE

Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer

City of Pharr Engineering Department
118 S. Cage Blvd. – 4th Floor, Pharr, Texas 78577
January 6th, 2020

To whom it may concern.

Re: Millennium Engineers Group, Inc.

Our City has contracted Millennium Engineers Group, Inc. to perform Construction Material Testing and Geotechnical Engineering On-Call Services for the past three years. Mr. Andres Palma and his firm are very professional and have an excellent service response. We are very satisfied with their work. They have a great attitude and carry out their project deliverables within budget and schedule. We were very pleased with the work his firm has done on the numerous project they have work on for the City of Pharr.

I would give Millennium Engineers Group, Inc. and his team my highest recommendation.

Sincerely,

Omar Anzaldua Jr.

Omar Anzaldua Jr., PE, CFM, PMP, CCM | City Engineer
City of Pharr
956-402-4000, ext 1414

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

June 28, 2021

Raul Palma
Millennium Engineers Group, Inc.
5804 N Gumwood Street
Pharr, TX 78577

Re: Disadvantaged Business Enterprise (DBE) Certification
Annual Update - Approval

Dear Mr. Palma:

We have approved your recently submitted Annual Update Affidavit and your DBE certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at https://txdot.txdotcms.com/ to periodically review your account information and complete the Annual Update Affidavit. Failure to maintain accurate records related to ownership, management control, and contact information could result in decertification. If you experience technical difficulties with DMS please click on the "Contact Us and Support" link on the DMS homepage.

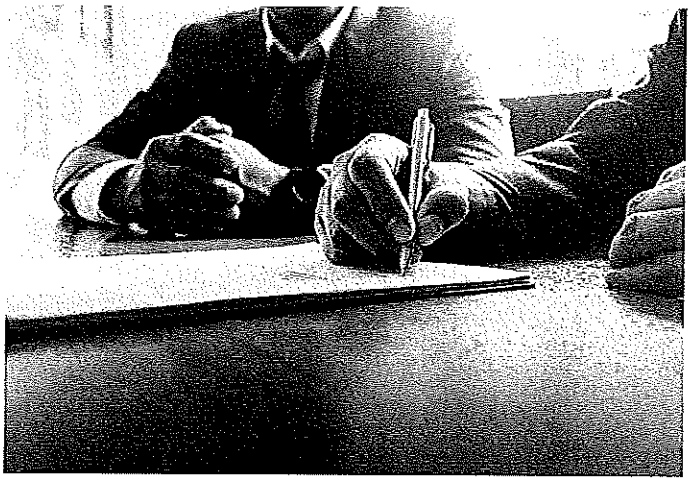
Sole Proprietors must have an updated Assumed Name Certificate with the County Clerk's Office and all other firms must be registered with the Secretary of State to do business with TxDOT. All firms identified as the apparent low bidder on construction and maintenance projects must have an E-Verify Memorandum of Understanding (MOU) for Employers executed though the Department of Homeland Security's (DHS) E-Verify system.

If you have any questions, you may contact Joe Sanchez at 512-662-7488.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Professional Service Acknowledgement



MEG has read the Professional Service Agreement and acknowledges agreement. We aim to meet all requirements and expectations at the same time keeping a respectful contract agreement with our client *City of Edinburg* to ensure a great outcome of our service.

MEG does not have any conflict of interest & or any exceptions in providing the services described in this solicitation, including all existing or prior arrangements. The agents and employees of MEG do not have any conflict of interests & or any exceptions in providing the services described in this solicitation. The firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.



MEG ENGINEERS

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 65656
Status: ACTIVE
Expires: 12/31/2022

RAUL PALMA
Texas Licensed Professional Engineer

Signature

The person named on this card may perform the duties within the scope of work authorized by applicable law through the expiration date shown on the front of the card.

Executive Director
Lance Kinney, Ph.D., P.E.

Refer to our website for license status, license renewal and update instructions: http://pels.texas.gov

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PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 131836
Status: ACTIVE
Expires: 6/30/2022

QUYET THANG PHAM
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 115936
Status: ACTIVE
Expires: 9/30/2022

ANDRES PALMA
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 121570
Status: ACTIVE
Expires: 9/30/2022

JUAN MANUEL BORJON
Texas Licensed Professional Engineer

Signature

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

May 24, 2021

Raul Palma
Millennium Engineers Group Inc
PO Box 4569
Edinburg, TX 78540

Dear Raul Palma:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **221056103**
Certification Expiration: **May 31, 2023**

Providing the following products or services:
NAICS 541330: CIVIL ENGINEERING SERVICES
NAICS 541370: LAND SURVEYING SERVICES
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is May 31, 2023.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

MILLENNIUM ENGINEERS GROUP, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform surveying services in the state of Texas.

Registration Number
10109800

Expiration Date
12/31/2022

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as

described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
July 21, 2022

Printed Name and Title:
Raul Palma, P.E./President

Company/Vendor Name:
Millennium Engineering Group, Inc.

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Raul Palma, P.E./President, the undersigned representative of

Millennium Engineering Group, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Palma, P.E./President

TYPE/PRINT NAME AND TITLE:

July 21, 2022

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Raul Palma, P.E./President, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Millennium Engineering Group, Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Raul Palma, P.E./President

Subscribed and sworn to me this 21st day of July 2022

By:

Notary Public

BEATRICE PEREZ
Notary Public, State of Texas
Comm. Expires 02-20-2024
Notary ID 132366429

My commission expires

SENATE BILL 13 VERIFICATION

I, Raul Palma, P.E./President, the undersigned representative of Millennium Engineering Group, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

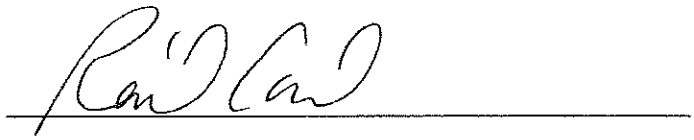
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Palma, P.E./President

TYPE/PRINT NAME AND TITLE:

July 21, 2022

DATE:

SENATE BILL 19 VERIFICATION

I, Raul Palma, P.E./President, the undersigned representative of

Millennium Engineering Group, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*

   a) *means, with respect to the entity or association, to:*

      i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*

      ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*

      iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*

   b) *does not include:*

      (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*

      (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*

         (aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*

   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler. supplier, or retailer; and*

   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*

   b) *has two or more firearm entities as members; and*

   c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Palma, P.E./President

TYPE/PRINT NAME AND TITLE:

July 21, 2022

DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2022

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
BOLT ACCESS 72181839 PO BOX 204389 AUSTIN TX 78720	PHONE (A/C, No, Ext): (800) 272-7550	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Sentinel Insurance Company Ltd.	11000
INSURED MILLENNIUM ENGINEERS GROUP INC PO BOX 4569 EDINBURG TX 78540-4569	INSURER B :	
	INSURER C :	
	INSURER D :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WBC AB7295	10/16/2021	10/16/2022	X 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
City of Edinburg RFQ No. 2022-008 Geo-Technical Engineering Services 415 W UNIVERSITY DR EDINBURG TX 78539	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 Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2022

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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	CONTACT NAME: Joan Kosch	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2021	11/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6011181387	11/22/2021	11/22/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional & Pollution Incident Liability - Claims Made Form			MCH288364872	12/12/2021	12/12/2022	Per Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"RFQ # 2022-008: Geo-Technical Engineering Services"
Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg TX 78539

CANCELLATION

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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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 19, 2022

City of Edinburg
RFQ No. 2022-008
Geo-Technical Engineering Services
415 W UNIVERSITY DR
EDINBURG TX 78539

Account Information:

Policy Holder Details :	**MILLENNIUM ENGINEERS GROUP INC**

Contact Us

Need Help?
Start a live chat online or call us at (866) 467-8730.
We're here weekdays from 8:00 AM to 8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

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.

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PRODUCER
Fenner & Esler Agency, Inc
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

CONTACT NAME: Joan Kosch
PHONE (A/C, No, Ext): (201) 262-1200 **FAX (A/C, No):** (201) 262-7810
E-MAIL ADDRESS: certs@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2021	11/22/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6011181387	11/22/2021	11/22/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Incident Liability - Claims Made Form			MCH288364872	12/12/2021	12/12/2022	Per Claim Limit	$2,000,000
							Aggregate Limit	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER
City of Edinburg
415 W University Drive
Edinburg TX 78539

CANCELLATION
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

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PRODUCER

StateFarm

STATE FARM INSURANCE
ROBERT ELIZALDE, AGENT
5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: ELIZABETH ALONZO
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: elizabeth@robertelizalde.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MILLENNIUM ENGINEERS GROUP, INC
5804 N GUMWOOD
PHARR, TX 78577

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	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	329 5662-D26-53L	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owned Vehicles:

2010 Toyota Tundra VIN: 0681	2016 Toyota Tundra VIN: 3579	2005 Ford F150 VIN: 4393
2016 Toyota Tundra VIN: 5273	2016 Toyota Tundra VIN: 2382	2011 Ford F150 VIN: 5988
2016 Toyota Tundra VIN: 2276	2011 Ford F150 VIN: 4391	2011 Ford F150 VIN: 5990
2017 Toyota Tundra VIN: 5912	2011 Ford F150 VIN: 5987	2014 Ford F150 VIN: 7838
2016 Toyota Tundra VIN: 5758	2015 Toyota Tundra: 2223	

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY
EDINBURG, TEXAS 78541

CANCELLATION

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

Elizabeth Alonzo

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2022

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PRODUCER	CONTACT NAME:	
BOLT ACCESS 72181839 PO BOX 204389 AUSTIN TX 78720	PHONE (A/C, No, Ext): (800) 272-7550	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Sentinel Insurance Company Ltd.	11000
INSURED MILLENNIUM ENGINEERS GROUP INC PO BOX 4569 EDINBURG TX 78540-4569	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
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	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		72 WBC AB7295	10/16/2022	10/16/2023	X 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Edinburg
415 West University Drive
Edinburg TX 78541

CANCELLATION

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

Susan L. Castaneda

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The ACORD name and logo are registered marks of ACORD

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 9, 2022

City of Edinburg
415 West University Drive
Edinburg TX 78541

Account Information:

Policy Holder Details :	**MILLENNIUM ENGINEERS GROUP INC**

Contact Us

Need Help?

Start a live chat online or call us at (866) 467-8730.
We're here weekdays from 8:00 AM to 8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND MILLENNIUM ENGINEERS GROUP, INC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 2022-008

CITY OF EDINBURG
ENGINEER'S CONTRACT FEE SCHEDULE
PROFESSIONAL GEOTECHNICAL SERVICES

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the City's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

GEOTECHNICAL & SOIL EXPLORATION SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$25.30
In Soil, 50 – 100 feet (per foot)	27.02
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	14.40
Texas Cone Penetration Test (each test)	10.80
Shelby Tube Sampling (each test)	24.00
Rig Mobilization and Demobilization (per trip)	415.38
Rig Mobilization and Demobilization - Outside Rio Grande Valley (per mile)	4.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.96
Standby Time, Rig plus 2 man crew (per hour)	235.22
Well Installation	By Quote
Vehicle Trip Charge - Additional (per trip)	38.40
Vehicle Trip Charge - Additional (per mile)	0.58
Field Coordination	
Logger (per hour)	90.00
Field Engineer (per hour)	150.00
Utility Clearance (per hour)	90.00
Flagman (per hour)	79.40
Per Diem (if required)	Cost + 15%
Unconfined Compression (each test)	66.00
Moisture Content (each test)	13.53
Grout Backfill (per foot)	6.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	120.00
Concrete/Asphalt Patch (per location)	61.02

SOILS & AGGREGATE SECTION

Material Preparation Time (per hour)	$80.40
Atterberg Limits (ASTM or TxDOT) (each test)	115.47
Sieve Analysis	
Dry through No. 40 (4 sieves) (each test)	79.99
Additional Sieves (each sieve)	14.40
Percent Passing No. 200 Sieve (each test)	62.43

Moisture Density Relationship	
ASTM D 698 (Standard Proctor) (each test)	257.27
ASTM D 1557 (Modified Proctor) (each test)	261.93
Tex 113-E (TxDOT Proctor) (each test)	281.68
Nuclear Density Test (Min. 3 ea)(In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II (each test)	26.72
Depth Test (Min. 3 ea)(each test)	7.20
Wet Ball Mill (Tex 116-E) (each test)	276.63
Determination of Optimum Lime Content	
PI Method – (Max. 3 points) (each test)	292.50
Tex 121-E - (Max. 3 points) (each test)	443.31
PH Method - (Max. 3 points) (each test)	443.31
Additional Points (each point)	90.00
California Bearing Ratio (M/D Relationship & 3 specimens)(each test)	1,207.78
Additional Specimens (each specimen)	241.60
Moisture Content of Aggregates and Soil (Small) (each test)	13.05
Moisture Content of Aggregates and Soil (Large) (each test)	42.00
Linear Shrinkage (Tex 107-E) (each test)	83.60
pH (Tex 128-E) (each test)	74.16
Resistivity of Soils (Tex 129-E) (each test)	194.00
Specific Gravity (each test)	81.22
Unit Weight (Loose or Dry) (each test)	57.17
Soundness (5-cycle Magnesium) (each test)	575.87
Sand Equivalent (ASTM D 2419 or Tex 203-F) (each test)	96.10
Hydrometer (each test)	326.31
Consolidation (each test)	654.62
Swell Pressure (each test)	201.04
Permeability (each test)	477.98
Unconfined Compression, Soil (each test)	57.15
Unconfined Compression, Rock (each test)	73.37
Sulfate Content (each test)	98.98
BITUMINOUS & ASPHALT SECTION	
Material Preparation Time (per hour)	$84.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves) (each test)	79.99
Additional Sieves (each sieve)	15.12
Extraction of Bituminous Mixture, Percent Asphalt & Gradation (each test)	240.06
Asphalt Cores (3 inch depth and 4 inch dia.)(Min. 3 ea)(each specimen)	84.00
Additional Depth & Dia. (By Circumference Area) (per sq. in.)	0.72
Thickness of Cores (each specimen)	69.50
Asphalt Core Density (each specimen)	81.67
Molding Specimens (Tex 206-F) (each set of 3 specimens)	83.25
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F) (each test)	101.63
Lab Density (Tex 207-F)(Lab Density) (each test)	89.08
Effect of Water on Bituminous Paving Mixtures (Tex 530-C) (each test)	90.00
Hveem Stability (each test)	86.88
Coring Rig (per day)	133.00
Generator (per day)	126.05
Sand Equivalent (each test)	107.60

Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (each test)	69.60
Nuclear Density Test (Min. 3 ea)(each test)	26.72

CONCRETE SECTION

Material Preparation Time (per hour)	$84.00
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A (each test)	28.13
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A) (each test)	32.90
Volumetric (414-A) (each test)	39.23
Unit Weight (each test)	45.50
Casting of Concrete Cylinders (In conjunction with Inspection)	Included
Concrete Cylinder Compressive Strength Test (each specimen)	19.41
Strip & Hold Cylinder (In conjunction with pickup) (each specimen)	13.65
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (each specimen)	48.00
Strip & Hold Beam (each specimen)	36.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)(per sq. in.)	3.60/sq. in.
Sawing of Concrete Cylinders or Cores per end (each specimen)	29.70
Thickness of Cores (each specimen)	18.00
Coring Rig (per day)	126.00
Portland Cement Concrete Design or other services	By Quote
Determination of Floor Flatness and Levelness (Min. 5000 SF)(per sq. ft.)	0.08

MASONRY SECTION

Material Preparation Time (per hour)	$88.80
Grout Prism (Compression) (per specimen)	31.29
Mortar Prism (Compression) (per specimen)	32.79
CMU Compressive Strength and Absorption (per specimen)	117.37
Brick Compressive Strength and Absorption (per specimen)	246.00

TECHNICIAN SERVICES

Engineering Technician Time (Min. 4 Hrs) (per hour) Soil and Aggregate Sampling, Density Testing, Material Prep., etc.	$80.40
Concrete or Asphalt Engineering Technician Time (Min. 4 Hrs) (per hour) Site Testing on Concrete Pours, Asphalt Field Placement, etc.	84.00
Senior Engineering Technician Time (Min. 4 Hrs) (per hour) Plant Inspection, Reinforcing Steel Inspection, etc.	88.80
Construction Inspection Engineering Technician Time (Min. 4 Hrs) (per hour) Plant Inspection, Construction Inspection, etc.	88.80
Engineering Specialist Time (Min. 4 Hrs) (per hour) Pier Inspection, Pile Load Inspections, etc.	102.00
Certified Welding Inspector (Min. 4 Hrs) (per hour)	126.00
Roofing and Framing Inspector (Min. 4 Hrs)(per hour)	120.00
Vehicle Trip Charge (within 40 miles of office) (per trip)	48.00

Vehicle Trip Charge (per day)	114.00
Vehicle Trip Charge (out of town)(per mile)	0.96

PROFESSIONAL SERVICES

Principal Engineer (per hour)	$216.00
Project Engineer (per hour)	168.00
Staff Engineer (per hour)	150.00
CAD Operator (per hour)	72.00
Clerical/Administrative (.10 of invoice)	10% invoice
Clerical/Administrative (per hour)	75.60
Transportation (per mile)	0.84

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided:

Project Management (per hour)	$ 126.00

OTHER SERVICES

Other Testing Not Specified (per test)	Cost + 15%
Other Services, Outside Services or Supplies (per item)	Cost + 15%
Additional Report Copies (per page)	0.24
Photocopies	
8 ½" x 11" (per page)	0.24
8 ½" x 14" (per page)	0.30
11" x 17" (per page)	0.36
Test Reports (each test)	28.25
Fax (per page)	1.20
Additional Insured (per request)	240.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 4 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

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	CONTACT NAME: Joan Kosch	
Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS: certs@fenner-esler.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** Master 21-22 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6011181339	11/22/2021	11/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			6011181387	11/22/2021	11/22/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional & Pollution Incident Liability - Claims Made Form			MCH288364872	12/12/2021	12/12/2022	Per Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - City of Edinburg as respects general liability where required by written contract.

CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg TX 78539

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

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PRODUCER

STATE FARM INSURANCE
ROBERT ELIZALDE, AGENT
5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: ELIZABETH ALONZO
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: elizabeth@robertelizalde.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MILLENNIUM ENGINEERS GROUP, INC
5804 N GUMWOOD
PHARR, TX 78577

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	329 5662-D26-53L	10/26/2022	10/26/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owned Vehicles:

2010 Toyota Tundra VIN: 0681	2016 Toyota Tundra VIN: 3579	2005 Ford F150 VIN: 4393
2016 Toyota Tundra VIN: 5273	2016 Toyota Tundra VIN: 2382	2011 Ford F150 VIN: 5988
2016 Toyota Tundra VIN: 2276	2011 Ford F150 VIN: 4391	2011 Ford F150 VIN: 5990
2017 Toyota Tundra VIN: 5912	2011 Ford F150 VIN: 5987	2014 Ford F150 VIN: 7838
2016 Toyota Tundra VIN: 5758	2015 Toyota Tundra: 2223	

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY
EDINBURG, TEXAS 78541

CANCELLATION

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

Elizabeth Alonzo

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2022

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PRODUCER	CONTACT NAME:	
BOLT ACCESS 72181839 PO BOX 204389 AUSTIN TX 78720	PHONE (A/C, No, Ext): (800) 272-7550	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Sentinel Insurance Company Ltd.	11000
INSURED MILLENNIUM ENGINEERS GROUP INC PO BOX 4569 EDINBURG TX 78540-4569	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
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	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / **EXCESS LIAB** — OCCUR / CLAIMS-MADE						EACH OCCURRENCE	
							AGGREGATE	
	DED / RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** — ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		72 WBC AB7295	10/16/2022	10/16/2023	X PER STATUTE / OTH-ER	
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							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)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Edinburg
415 West University Drive
Edinburg TX 78541

CANCELLATION

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

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 9, 2022

City of Edinburg
415 West University Drive
Edinburg TX 78541

Account Information:

Policy Holder Details :	**MILLENNIUM ENGINEERS GROUP INC**

Contact Us

Need Help?

Start a live chat online or call us at (866) 467-8730.
We're here weekdays from 8:00 AM to 8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 2, 2024
CONSENT AGENDA
Agenda Item No: 10.G.
Resolution for the Intersection of Freddy Gonzalez Dr. and Mon Mack

1. **Agenda Item:**
Consider Resolution Authorizing the Installation of Two Additional Stop Signs at the Intersection of Freddy Gonzalez Drive and Mon Mack Road to Convert the Intersection to a 4-Way Stop Controlled Intersection. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The City of Edinburg, endowed with the authority through charter and ordinance, has the ability to establish street control signs, including stop signs, to ensure citizen safety and regulate traffic. Following the guidelines set forth in the Uniform Manual on Traffic Control, which provides direction on the justification and specifications for the placement of street control signs, the City of Edinburg adheres to a systematic approach.

The Department of Public Works and the Engineering Department jointly recommend the installation of two (2) additional stop signs at the intersection of Freddy Gonzalez Drive and Mon Mack Road. This proposal aims to convert the intersection into a 4-way stop-controlled intersection as an interim measure. This configuration will remain in place until the intersection undergoes conversion to a signalized intersection, a change anticipated to be completed by the conclusion of spring in 2024.

3. **Staff's Recommendation:**
Approve Resolution Authorizing the Installation of Two Additional Stop Signs at the Intersection of Freddy Gonzalez Drive and Mon Mack Road to Convert the Intersection to a 4-Way Stop Controlled Intersection.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Resolution Stop Signs Freddy & MonMack 1.2.24
B. Mon Mack and Freddy G Temp All-Way Stop pl 30112023

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE INSTALLATION OF TWO ADDITIONAL STOP SIGNS AT THE INTERSECTION OF FREDDY GONZALEZ DRIVE AND MON MACK ROAD TO CONVERT THE INTERSECTION TO A 4-WAY STOP CONTROLLED INTERSECTION.

WHEREAS, the City of Edinburg (the "City") has the authority by charter and ordinance to establish street control signs, including stop signs, for citizen safety and traffic control; and

WHEREAS, the Uniform Manual on Traffic Control gives direction on the justification and specifications for the placement of street control signs; and

WHEREAS, The Department of Public Works and the Engineering Department jointly recommend the installation of two (2) additional stop signs at the intersection of Freddy Gonzalez Drive and Mon Mack Road to convert the intersection to a 4-way stop controlled intersection, until the intersection is converted to a signalized intersection.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1: INSTALLATION There shall be (2) two additional stop signs installed at the intersection Freddy Gonzalez Drive and Mon Mack Road. One on the Northeast corner and one on the Southwest corner Freddy Gonzalez Dr. to convert the intersection to a 4-way stop controlled intersection.

SECTION 2: **AUTHORITY** Following the installation of the two (2) stop signs, law enforcement agencies will have the authority to issue citations for any violations concerning, among other things, an individual's failure to stop.

SECTION 3: SEVERABILITY If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann. Government Code, Section 5551.041, on the 2nd day of January 2024.

CITY OF EDINBURG:

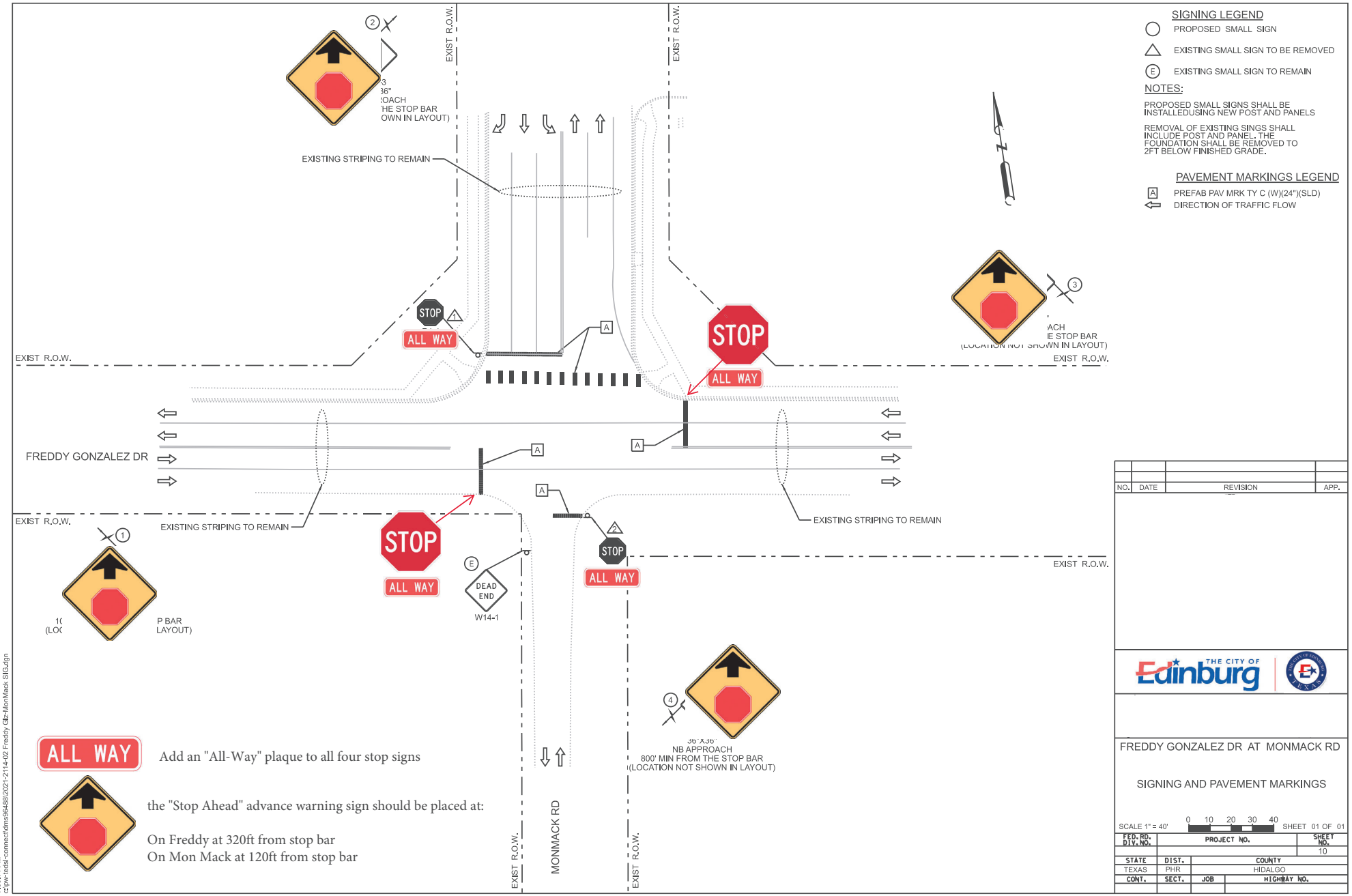
By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA, CITY ATTORNEY

By: _____
Omar Ochoa, City Attorney


SIGNING LEGEND
PROPOSED SMALL SIGN
EXISTING SMALL SIGN TO BE REMOVED
EXISTING SMALL SIGN TO REMAIN
NOTES:
PROPOSED SMALL SIGNS SHALL BE INSTALLEDUSING NEW POST AND PANELS
REMOVAL OF EXISTING SINGS SHALL INCLUDE POST AND PANEL. THE FOUNDATION SHALL BE REMOVED TO 2FT BELOW FINISHED GRADE.
PAVEMENT MARKINGS LEGEND
PREFAB PAV MRK TY C (W)(24")(SLD)
DIRECTION OF TRAFFIC FLOW
EXIST R.O.W.
EXISTING STRIPING TO REMAIN
STOP
ALL WAY
FREDDY GONZALEZ DR
DEAD END
W14-1
MONMACK RD
NB APPROACH
800' MIN FROM THE STOP BAR
(LOCATION NOT SHOWN IN LAYOUT)
ALL WAY
Add an "All-Way" plaque to all four stop signs
the "Stop Ahead" advance warning sign should be placed at:
On Freddy at 320ft from stop bar
On Mon Mack at 120ft from stop bar
NO.
DATE
REVISION
APP.
THE CITY OF Edinburg
FREDDY GONZALEZ DR AT MONMACK RD
SIGNING AND PAVEMENT MARKINGS
SCALE 1" = 40'
0 10 20 30 40
SHEET 01 OF 01
FED. RD. DIV. NO.
PROJECT NO.
SHEET NO.
10
STATE
TEXAS
DIST.
PHR
COUNTY
HIDALGO
CONT.
SECT.
JOB
HIGHWAY NO.
8/15/2022
7:59:14 PM
c:\pw-tedsl-connect\dms96488\2021-2114-02 Freddy Glz-MonMack SIG.dgn