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 16, 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. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing January 2024 as Crime Stoppers Month. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing Ricardo Peralez for his Impact in the Tejano Music Community and his Service to the City of Edinburg Community. [Clarice Y. Balderas, City Secretary]

C. Present the Recipient for the Employee of the Month Award for the Month of November 2023. [Belinda Torres, Director of Human Resources/Civil Service]

5. 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.

6. PRESENTATION AND REPORT

A. Presentation on Status of Capital Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District, Being 3.0 Acres Out of Lot 48, Santa Cruz Ranch Subdivision, Located at 4601 North I-69C, as Requested by YAY Holdings LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District, Being 5.61 Acres out of Lot 48, Santa Cruz Ranch Subdivision, Located at 4601 North I-69C, as Requested by YAY Holdings LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial General (CG) District to Industrial General (IG) District, Being Lot 2, Tandy's Subdivision, Located at 6029 North I-69C, as Requested by CC Truckers LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, Being a 1.30 Acre Tract of Land Out of the East One-Half of Lot 15, Section 233, Texas Mexican Railway Company Survey, Located at 5505 W Schunior Road Unit A, as Requested by Roy Luna Jr. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being 24.99 Acres of Lot 15, Section 248, Texas-Mexican Railway Company Survey Subdivision (Proposed Silverstone Heights Subdivision), Located at 3201 East Mile 17 ½ Road, as Requested by Carlos Gaytan. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for a Licensed Child Care Home, Being Lot 4, Block 199, Original Townsite of Edinburg, Located at 1112 East Kuhn Street, as Requested By Sabas Garcia on Behalf of Erica Garcia. [Jaime Acevedo, Director of Planning & Zoning]

G. Consider Notifying Residents by Way of a Public Hearing of a Potential Increase in Water and Wastewater Rates that Could Go Into Effect March 1, 2024. [Myra L. Ayala, City Manager]

8. ORDINANCE

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title V. Public Works, Chapter 50 General Provisions to Provide for Changes to Rates and Charges. [Tomas D. Reyna, Assistant City Manager]

9. VARIANCE

A. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203-1, Right-of-Way & Paving Width, Highest Praise Church RGV Subdivision, Being a 0.84 Acre Tract of Land Out of Lot 18, M.L. Woods Tract No. 4 Subdivision, Located at 818 East Trenton Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

10. AWARDING OF BID

A. Consider Awarding RFQ No. 2024-001, Project Management Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s), as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

11. RESOLUTION

A. Consider Resolution Creating a Downtown District Steering Committee. [Clarice Y. Balderas, City Secretary]

12. 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. Consider Authorizing the Disposition of Approximately 26 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

B. Consider Approving the City Council Minutes for the following: 2023 Regular Meeting: November 02, 2023 and November 21, 2023 and 2023 Special Meeting: November 15, 2023. [Clarice Y. Balderas, City Secretary]

C. Consider Authorizing the Purchase of a 20 Ton and a 50 Ton Air Conditioning Unit from Carrier Corporation for Edinburg City Hall through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 720-23 in the Amount of $229,700.00. [Tomas D. Reyna, Assistant City Manager]

D. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

E. Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Comprehensive Grant and Authorize City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

F. Consider Awarding Bid No. 2024-03, Annual Pool Chemical Supplies to Valley Solvents & Chemical for Items 1, 3 and 6, in the Amount of $54,786.60 and to Chemsol Services for Items 2, 4 and 5 in the Amount of $25,907.50. [Javier Garza, Director of Parks & Recreation]

13. OTHER BUSINESS

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

14. 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 Reimbursement Agreement with Cuatro Noventa. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

B. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property Related to Project Swap. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

C. Consultation with City Attorney and Possible Action Regarding Development Ordinances. (§551.071. Consultation with Attorney; Closed Meeting; §551.087).

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.

15. 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 January 12, 2024 at 11:15 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 16, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.A.
Proclamation Recognizing the Edinburg Crime Stoppers

1. **Agenda Item:**
Presentation of Proclamation Recognizing January 2024 as Crime Stoppers Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Since 1976, Crime Stoppers programs have brought together law enforcement agencies, citizens, and the media, empowering citizens across the state to take a stand against crime in their communities, to solve crimes and bring criminals to justice. The Edinburg Crime Stoppers serve the community, enhancing safety and quality of life.

The Edinburg City Council is proud to recognize and honor the service and accomplishments of the Edinburg Crime Stoppers.

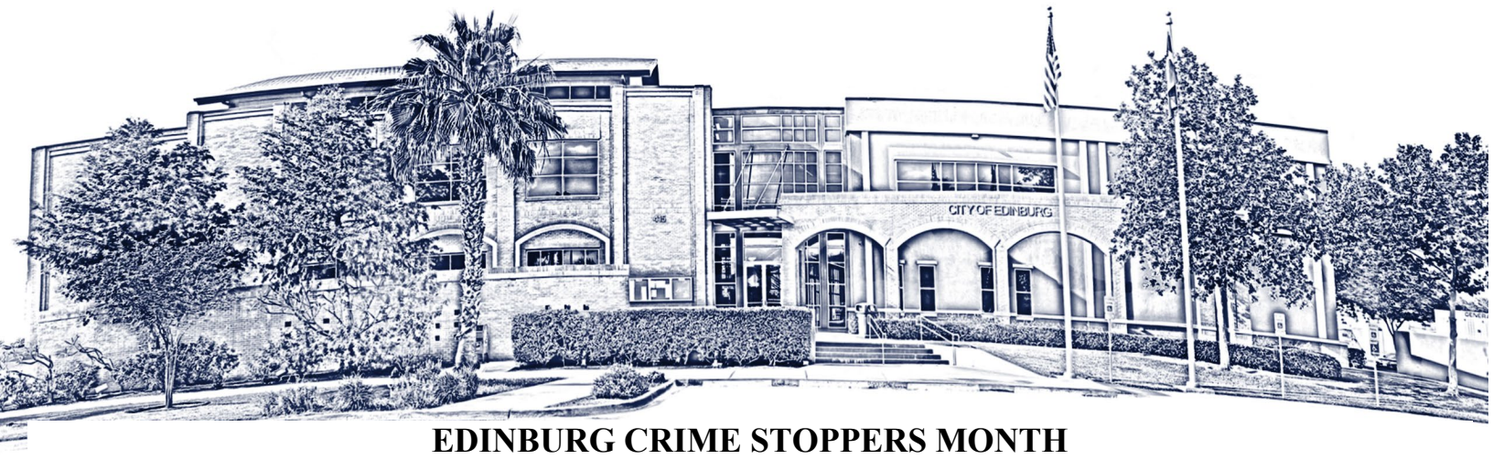
3. **Staff's Recommendation:**
Present Proclamation Recognizing January 2024 as Crime Stoppers Month in the City of Edinburg.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Edinburg Crime Stoppers

PROCLAMATION



EDINBURG CRIME STOPPERS MONTH
JANUARY 2024

WHEREAS, since 1976, Crime Stoppers programs have empowered citizens across the state to take a stand against crime in their communities and reclaim their sense of safety. Crime Stoppers programs bring together law enforcement agencies, citizens, and the media to solve crimes and bring criminals to justice. The Edinburg Crime Stoppers have programs that strive to protect our students and young people by reducing crime in schools and handing out Crime Stoppers information; and,

WHEREAS, the Edinburg Crime Stoppers members, volunteers and guests meet monthly and at Neighborhood Watch Meetings to discuss areas of concerns; and,

WHEREAS, the Edinburg Crime Stoppers are vital in the community they make an effort to volunteer and support city events like the 41st All-America City Miracle Mile, the Edinburg Mayor's Prayer Breakfast, the City of Edinburg Trunk or Treat, and the Edinburg Cares Turkey Distribution to families in the area; and,

WHEREAS, the Edinburg Crime Stoppers work closely with the Edinburg Police Department as one of their biggest supporters, The Crime Stoppers hosted a Burger with a Cop and all proceeds went to the TIPS Account. They participated in the Edinburg Police Fire Up Block Parties, and they were part of the Edinburg Police Department National Night Out. The Crime Stoppers volunteered at all Movies with A Cop handing crime stoppers information, coloring books and crayons to the children. The Crime Stoppers assisted the Edinburg Police Department at the Texas A&M AgriLife Safety Program and they donated $5,000 worth of toys to the Edinburg Police Department Blue Santa Drive; and,

WHEREAS, the Edinburg Crime Stoppers are advocates in keep the community safe, spreading awareness and information at every opportunity. The Edinburg Crime Stoppers participated at the Edinburg Kiwanis Pancakes with Heroes event and they assisted putting over 600 flags on the tombs of soldiers at the Edinburg Kiwanis Memorial Day event; and,

WHEREAS, the Edinburg Crime Stoppers gave out information and hundreds of candies at the Longoria Middle School Trunk or Treat, handed out medals at the Women Together Walk in Shoes 5K; and,

WHEREAS, the Edinburg Crime Stoppers serve the community enhancing the safety and quality of life. They hosted the Edinburg Crime Stoppers Loteria Fundraiser with over 200 attendees, they also attended the 34th Annual Texas Crime Stoppers Conference in McAllen. Their efforts do not go unnoticed, during their attendance at an Edinburg Chamber of Commerce Luncheon they received a donation from Congresswoman Monica De La Cruz; and,

WHEREAS, the City of Edinburg is proud to recognize and honor the service and accomplishments of the Edinburg Crime Stoppers.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize January 2024 as:

EDINBURG CRIME STOPPERS MONTH

and encourage everyone to learn more about the Crime Stoppers and consider where you might fit as a member and volunteer.

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 16th 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 16, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.B.
Proclamation Recognizing Ricardo Peralez

1. **Agenda Item:**
Presentation of Proclamation Recognizing Ricardo Peralez for his Impact in the Tejano Music Community and his Service to the City of Edinburg Community. [Clarice Y. Balderas, City Secretary]

2. **Description:**
At an early age, with his love for music, Ricardo Peralez realized he was destined to be an entertainer. Mr. Peralez was known in the Tejano Music Community as a lead vocalist and drummer for numerous Tejano Bands and his own bands. In the 1970's, Mr. Peralez had a band called Southern Country; the 1980's, Group Silencio; and in the 1990's, Karizma. Mr. Peralez shared his love for music as a parishioner and choir member at Sacred Heart Catholic Church in Edinburg.

Mr. Peralez was strongly rooted in the community, retiring from the Edinburg CISD after 27 years of service as a Driver's Education Instructor and in the transportation department. Mr. Peralez was an avid board member of 30 years, serving on the Edinburg Community Development Council from July 20, 1993, to October 13, 2005, and on the Housing Assistance Committee from November 15, 2005, until June 20, 2023. Mr. Peralez gained his wings and entered eternal rest on November 3, 2023.

3. **Staff's Recommendation:**
Present Proclamation Recognizing Ricardo Peralez for his impact in the Tejano Music Community and his service to the City of Edinburg Community.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria E. Ortiz
Aministrative Assistant

Attachments:
A. Ricardo Peralez

PROCLAMATION

RICARDO PERALEZ

WHEREAS, Ricardo Peralez was born to Encarnacion Peralez and Angelita Ozuna Peralez on July 26, 1954 in Edinburg, Texas. Ricardo was raised in Edinburg by his grandmother; and,

WHEREAS, Ricardo's interest for music came at an early age, he was only five year's old living in Lockney, Texas when he realized he was destined to be an entertainer. Ricardo anxiously waited for the weekly dance. He would imitate other dancers, and the more people cheered him on the more he entertained the crowd; and,

WHEREAS, Ricardo's love for music continued to grow, in 1960 Ricardo returned to Edinburg, living in Los Albores Courts, surrounded by others who shared his passion for music and would become musicians like Ricardo's cousin Gilberto (Gil) Garcia of Los Dos Gilbertos, Oscar Diaz, Jr. of Los Hermanos Layton, Carlos (Crow) Garza of Henry and the Glares, Santos Herebia of Sandy H and the Sillouetts and many others; and,

WHEREAS, Ricardo admired the sound of Conjunto, during weddings or dances Ricardo could be found backstage watching the drummer. One of his favorite drummers was Eginio Guzman brother of Ricardo Guzman y Los Tres Aces, his showmanship was enough for Ricardo to pursue his dream of learning to play the drums. In 1968, Ricardo heard Celestino (Cele) Quintanilla playing the accordion and beating on a bass drum keeping time. Celestino asked Ricardo, "Quieres tocar las tamboras?" Ricardo, his cousin Carlos (guitar player), and Cele preformed every weekend; and,

WHEREAS, Mr. Peralez was known in the Tejano Music Community as a lead vocalist and drummer for numerous Tejano Bands and his own bands. In the 1970's, Ricardo had a band called Southern Country; 1980's Group Silencio, and in the 1990's Karizma, each contributing to the vibrant tapestry of the Tejano music landscape. He was also a member of the Rio Grande Valley Chapter-Tejano Legend Pioneers Organization; Mr. Peralez shared his love for music as a parishioner and choir member at Sacred Heart Catholic Church in Edinburg and extended to having his own DJ business called Cool Jams providing entertainment and joy to the community with his lively musical selections; and,

WHEREAS, Mr. Peralez was a proud graduate of Edinburg High School class of 1973, where he met the love of his life Rosie Peralez whom he shared a beautiful life and marriage of 47 years. They had two daughters Rose Michelle Peralez and Priscilla Renee Peralez. Mr. Peralez loved being a grandfather; he enjoyed having grandpa duties like picking them up from school, supporting them in their extracurricular activities, and just spending time with them. His favorite past-time was cooking, Bar-B-Que with family and friends and watching the Dallas Cowboys; and,

WHEREAS, although music was one of Mr. Peralez's passions, he was strongly rooted in the community retiring from the Edinburg CISD after 27 years of service as a Driver's Education Instructor and in the transportation department. Mr. Peralez was an avid board member of 30 years, serving on the Edinburg Community Development Council from July 20,1993 to October 13, 2005, and on the Housing Assistance Committee from November 15, 2005, to June 20, 2023 leaving an indelible mark on the community by fostering growth, development, and a better quality of life for all residents; and,

WHEREAS, on Friday, November 3, 2023, Ricardo Peralez gained his wings and entered eternal rest surrounded by his family. Ricardo Peralez will be greatly missed but will forever be remembered for his larger-than-life personality, sense of humor, charisma, and more importantly his kindness, and willingness to selflessly serve others; and,

WHEREAS, the Edinburg City Council would like to recognize Mr. Ricardo Peralez for his impact in the Tejano Music Community and his service to the City of Edinburg Community.

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

RICARDO PERALEZ

for his remarkable life and significant contributions. We honor his profound Tejano music legacy and recognize the invaluable service he rendered to the City of Edinburg.

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 16th 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 16, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 4.C.
Presentation Employee of the Month Recipient for the Months of November 2023.

1. **Agenda Item:**
Present the Recipient for the Employee of the Month Award for the Month of November 2023. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipient for the Employee of the Month for the month of November 2023.

The recipient for the month of November 2023 is Jarita Hernandez, Administrative Assistant with the Department of Aviation.

The recipient of the employee of the month award has actively participated in programs and objectives above and beyond the employee's regular job duties and responsibilities.

The Edinburg City Council would like to recognize Jarita Hernandez for being loyal, dedicated employee of the City of Edinburg.

3. **Staff's Recommendation:**
Present the Recipient for the Employee of the Month Award for the Month of November 2023.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 1/12/2024

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PRESENTATION AND REPORT
Agenda Item No: 6.A.
Presentation on Capital Improvement Projects

1. **Agenda Item:**
   Presentation on Status of Capital Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
   Presentation on status of Capital Improvement Projects.

3. **Staff's Recommendation:**
   Presentation Status of Capital Improvement Projects.

Reviewed by:

Prepared by:
Mardoqueo Hinojosa, City Engineer

Attachments:
A. Engineering CIP Presentation 240116 Update

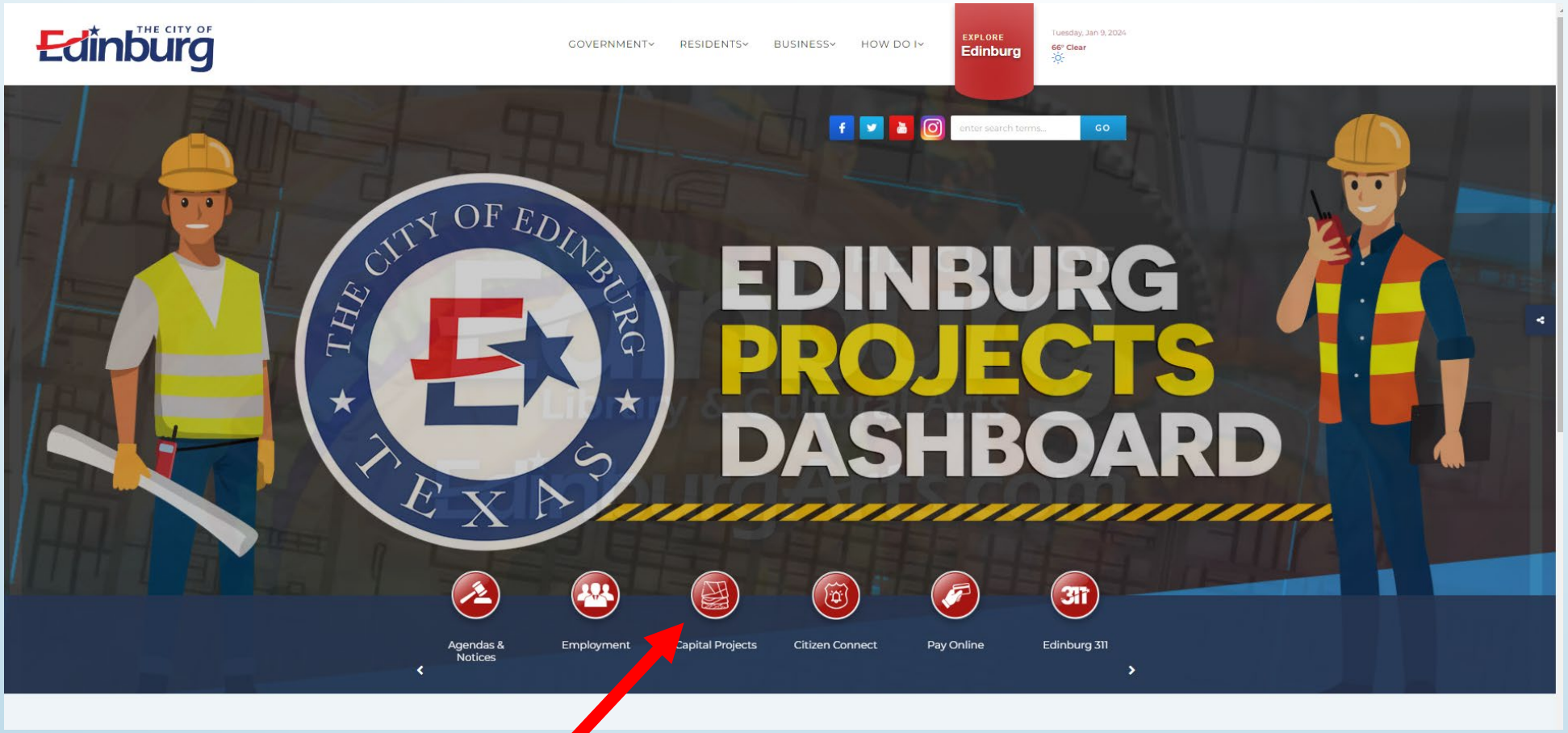
THE CITY OF Edinburg

Capital Improvement Projects Updates

January 16, 2024

Engineering / Utilities / Public Works

Capital Projects Dashboard



Capital Projects Dashboard (Cont.)

CITY OF EDINBURG

CONSTRUCTION PROJECTS

Transparent access to project details and financial information.

Construction Projects helps the city maintain, improve and/or develop the city's infrastructure, assets, and amenities. Management of these projects will serve as quality control and quality assurance that all requirements are met for public infrastructure to better serve our citizens and improve quality of life.

Total Construction Projects	Total Public Investment (dollars)
42	96,413,155.01

CONSTRUCTION PROJECTS

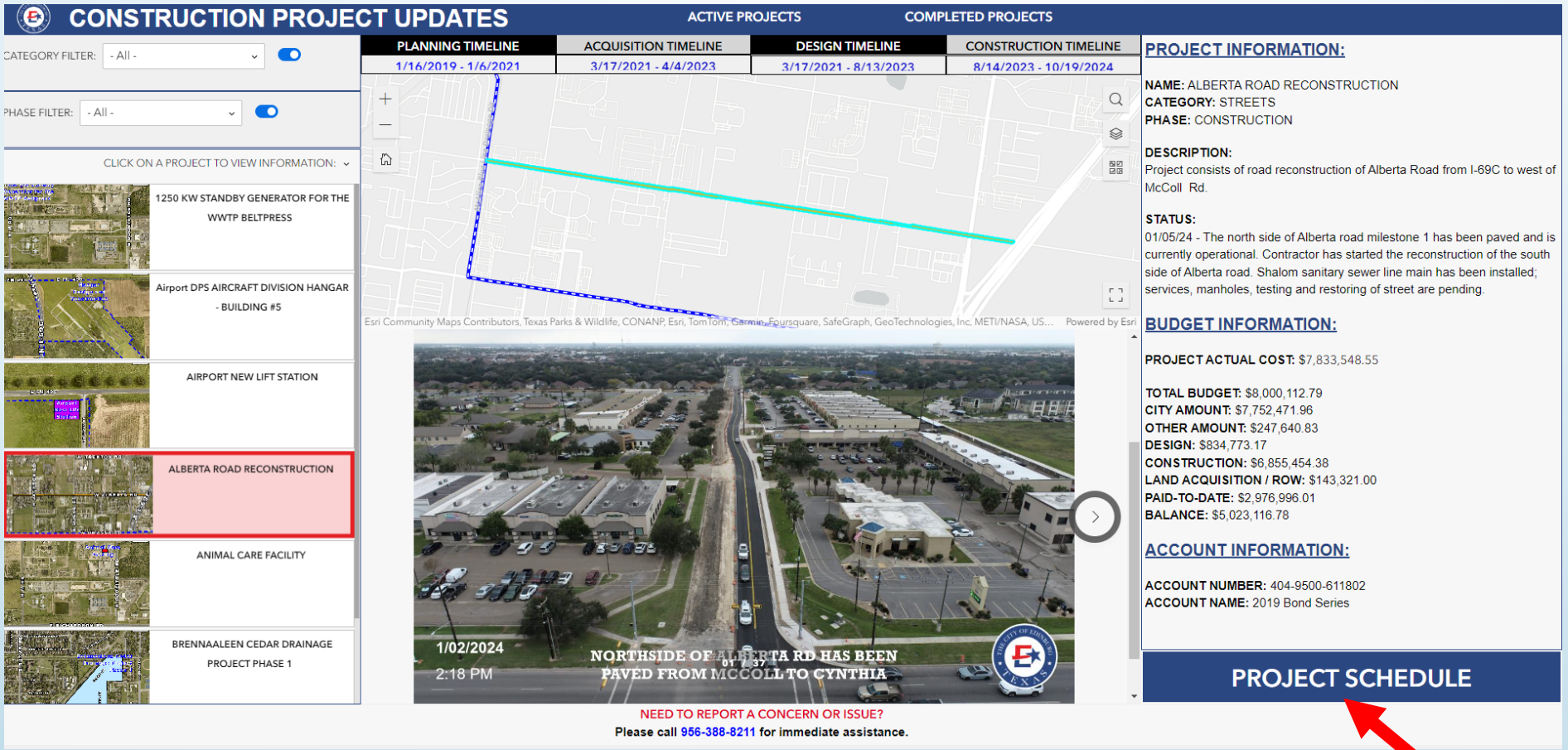
Review the progress and status of projects within the City of Edinburg by using our dashboard. Our projects progress is broken down into the following project phases: Construction, Design, Planning, Acquisition and Completed.

CLICK HERE TO VIEW OUR CONSTRUCTION PROJECTS

Public Infrastructure Projects Advisory Committee (PIPAC)

VIEW OUR CURRENT PIPAC PACKET VIEW OUR PREVIOUS PIPAC PACKET

Capital Projects Dashboard (Cont.)

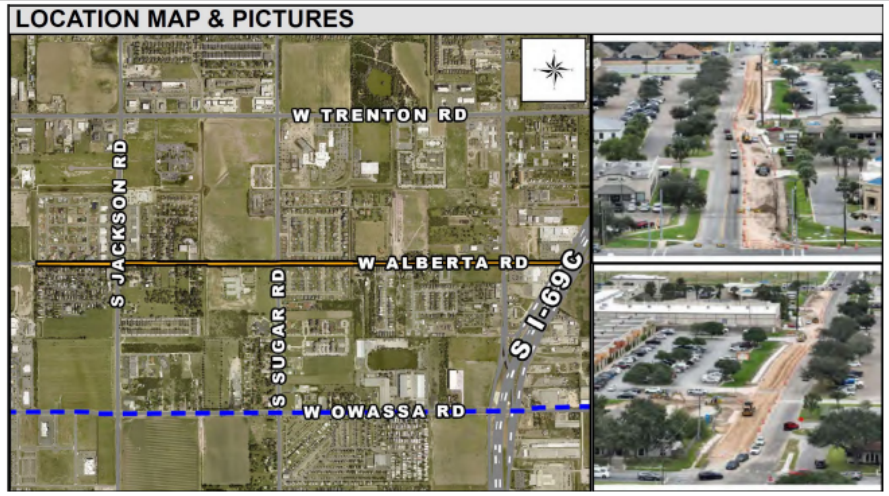


Capital Projects Dashboard (Cont.)

ENGINEERING DEPARTMENT — **12/26/2023**

Project Name:	**ALBERTA ROAD RECONSTRUCTION**				
Current Phase:	CONSTRUCTION	**Construction Start:**	8/14/2023	**Estimated Completion:**	12/21/2024
Account Name:	2019 Bond Series	**City Amount / Cost:**	$7,752,471.96	**Alternate Funding:**	$247,640.83
Professional Services:	South Texas Infrastructure Group	**Change Orders:**	$247,640.83	**Project Total Cost:**	$7,833,548.55
General Contractor:	RBM Contractors, LLC	**Paid-to-Date:**	$2,976,996.01	**Balance:**	$5,023,116.78
Project Update:	12/21/23 - The north side of Alberta road is starting to get paved as the final sections of the caliche layer pass final compaction testing. The first segment is scheduled to be paved for Thursday 12-21-23.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	11/07/20
Professional Services	100%	11/08/20	01/06/21
Schematic Design	100%	01/07/21	03/16/21
Acquisition	100%	03/17/21	04/04/23
Plans 30%	100%	03/17/21	11/18/22
Plans 60%	100%	11/19/22	01/20/23
Plans 90%	100%	01/21/23	02/22/23
Plans 100%	100%	02/23/23	03/16/23
Bid Process	100%	03/17/23	04/04/23
City Council	100%	04/05/23	08/13/23
Construction	17%	08/14/23	08/14/24
Substantial Completion	0%	10/20/24	11/20/24
Completed	0%	11/21/24	12/21/24



LOCATION MAP & PICTURES

2023 Completed Project List

Engineering/Utilities

Engineering			Utilities
Lull Subdivision Street Improvements	Municipal Pool Redevelopment Phase 1	Cano Trail Lighting Improvements	Lift Station 34 Rehabilitation Project
Alberta Road Reconstruction Phase 1	Municipal Pool Redevelopment Phase 2	El Tule – Jose Nieto & Consuelo Alfaro Robledo Center	Lift Station 35 Rehabilitation Project
Veterans Detention Pond Phase 1	De Zavala Park Improvements	Jackson & Chapin Traffic Signal	Manhole Rehabilitation & Sewer Main CCTV Project
Schunior Detention Pond Phase 2	City Hall Roof	Schunior Street Reconstruction	
		Hobbs Drainage	

Project List
Engineering

Construction	Planning/Acquisition/Design/Bidding		Pending Grants	Future Projects/ Grants
Edinburg ACE	Sugar Detention Pond	Freddy Gonzalez Hike & Bike Trail Phase 2	Faysville Drainage	Schunior Detention Pond Trail
Alberta Road Reconstruction Phase 2	Veterans Detention Pond Phase 2	Ebony Hills Detention Pond	Iowa Estates Drainage	Sugar Road Street Grant
Shalom Drive Sanitary Sewer	Downtown Parking Garage	Sugar Road Right-of-Way	Ebony Hills Drainage	Jackson Road Street Grant
Ebony Hills Golf Course Bridges	Animal Care Facility	Jackson Road Right-of-Way	Chapin Pond Pump Station (Awarded)	Trenton Road Street Improvement
Skate Park Restroom and Pump Station	Park Restrooms (Bicentennial, Memorial & Frontier)	Luna Subdivision Drainage Improvements	Cano Street & Veterans Blvd Trail (Awarded)	Chapin Street – Planning Grant (RAISE)
Jackson Hike and Bike Trail Phase 2	Municipal Park Turf Fields Phase 2	Transit Terminal Finish-Out	Freddy Gonzalez & Closner Intersection (Awarded)	Sprague Street Bridge –Bridge Grant
Mon Mack and Freddy Traffic Signal	Brennaaleen Cedar Drainage Phase 1	Downtown / SH 107 Improvements		Pin Oak Drainage
M Road/Gwin/Monte Cristo Traffic Signal	New Service Center			Anacua-Ash Drainage
Mile 17 ½ Road and M Road Flashing Beacon				Fairhaven Heights Drainage
Doolittle Detention Pond				Lake Citrus Drainage
Schunior Detention Pond Phase 3				Sol-Cactus Drainage
Police Roof				Boys & Girls Club Drainage
				Intersection Improvements

Project List
Utilities

Construction	Planning/Acquisition/Design/Bidding	Awarded Grants
Monte Cristo & Closner Elevated Water Tower	Wastewater Treatment Plant Improvements & Expansion	TDEM Grant for West Water Treatment Plant Generator
Wastewater Treatment Plant Headworks Raw Water Pump	US Highway 281 (Between FM 490 and SH 186)	SMART Water Meter Grant
1250 KW Standby Generator for the WWTP Beltpress	DTWTP High Service Pump Generator	
Utility Rate & Connection Fee Study	Airport New Lift Station Project	
	West Owassa Sewer Improvements	
	East Owassa Sewer Improvements	

Projects Completed in 2023

Engineering

Lull Subdivision (Completed)

Alberta Road Reconstruction Phase 1 (Completed)

Veterans Detention Pond Phase 1 (Completed)

Schunior Detention Pond Phase 2 (Completed)

Municipal Pool Redevelopment (Completed)

De Zavala Park(Completed)

City Hall Roof (Completed)

Cano Trail Lighting Improvements (Completed)

El Tule – Jose Nieto & Consuelo Alfaro Robledo Center (Completed)

Jackson & Chapin Traffic Signal (Completed)

Schunior Street Reconstruction (Completed)

Hobbs Drainage (Completed)

Projects Completed in 2023
Utilities Department

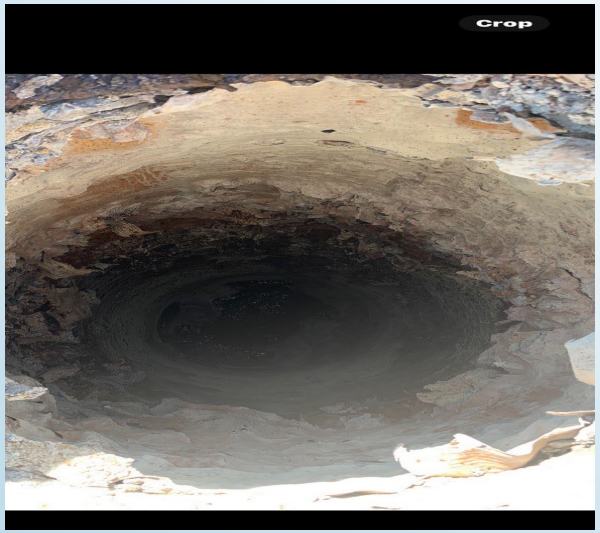
Lift Station 34 Rehabilitation (Completed)

Lift Station 35 (Completed)

Manhole Rehabilitation & CCTV (Completed)

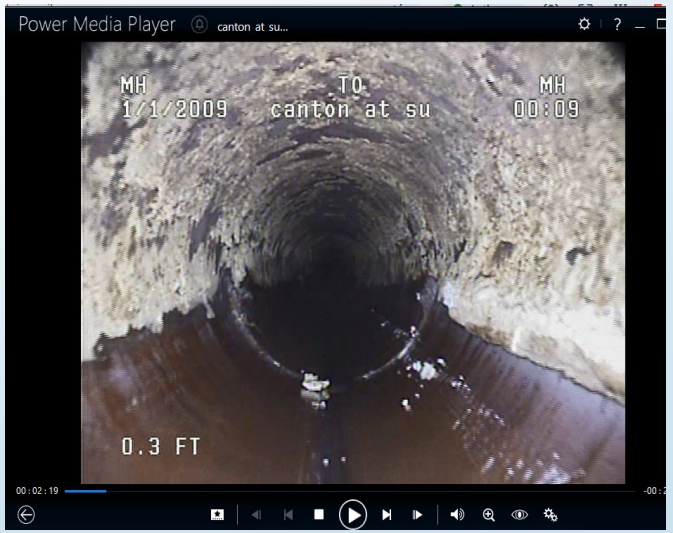
Manhole Rehab

Before



After

CCTV



Projects Under Construction

Engineering

Edinburg ACE

ENGINEERING DEPARTMENT

1/11/2024

Project Name:	EDINBURG ACE				
Current Phase:	CONSTRUCTION	Construction Start:	12/1/2022	Estimated Completion:	06/28/2024
Account Name:	2021 Bond Series, EEDC Fund	City Amount / Cost:	$7,380,000.00	Alternate Funding:	$7,000,000.00
Professional Services:	ERO Architects	Change Orders:	$0.00	Project Total Cost:	$16,314,094.27
General Contractor:	Gerlach Builders	Paid-to-Date:	$13,122,115.11	Balance:	$1,257,884.89
Project Update:	01/10/2024 - The contractor continues with the exterior and interior finishes. They are also finishing mill work and painting, and laying down flooring. Preparation and paving of the parking lots will happen this week and early next week.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	07/02/21	08/16/21
Professional Services	100%	06/15/21	09/03/21
Schematic Design	100%	09/04/21	12/06/21
Acquisition	N/A	N/A	N/A
Plans 30%	100%	12/08/21	06/15/22
Plans 60%	100%	06/16/22	07/25/22
Plans 90%	100%	07/26/22	08/14/22
Plans 100%	100%	08/15/22	09/07/22
Bid Process	100%	09/08/22	11/14/22
City Council	100%	11/15/22	11/30/22
Construction	82%	12/01/22	04/12/24
Substantial Completion	0%	04/13/24	05/28/24
Completed	0%	05/29/24	06/28/24

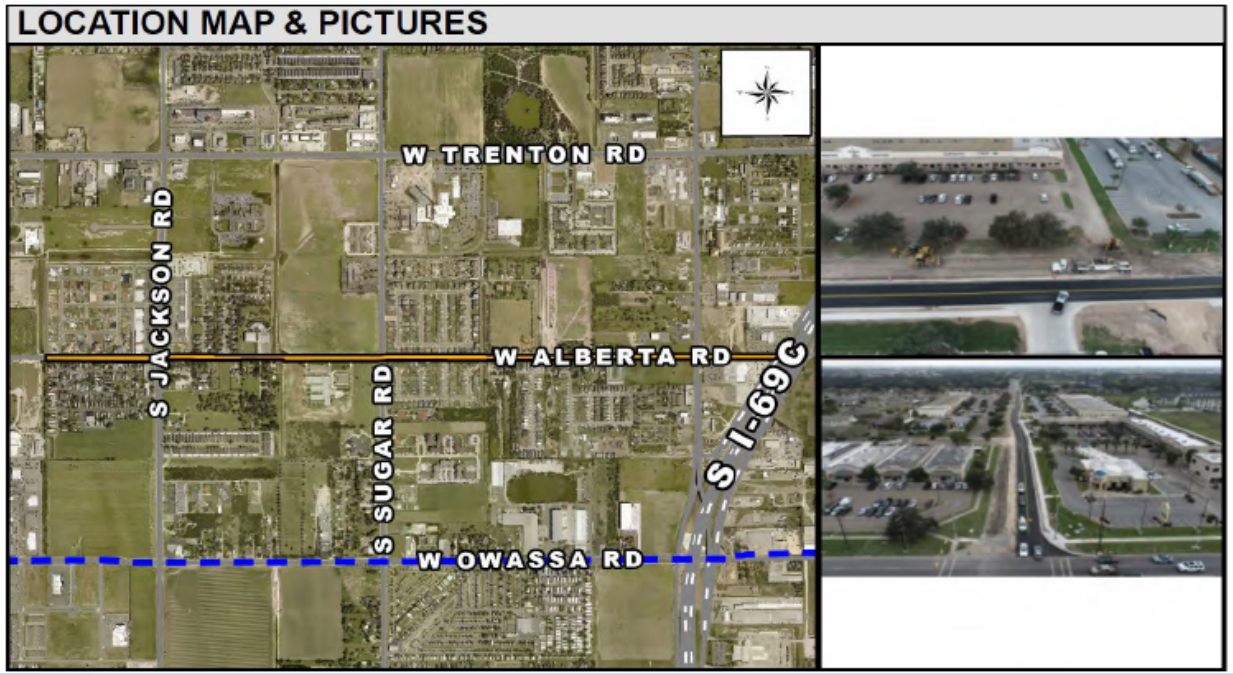
LOCATION MAP & PICTURES

Alberta Road Reconstruction Phase 2

ENGINEERING DEPARTMENT — 1/11/2024

Project Name:	ALBERTA ROAD RECONSTRUCTION				
Current Phase:	CONSTRUCTION	Construction Start:	8/14/2023	Estimated Completion:	12/21/2024
Account Name:	2019 Bond Series	City Amount / Cost:	$7,752,471.96	Alternate Funding:	$247,640.83
Professional Services:	South Texas Infrastructure Group	Change Orders:	$247,640.83	Project Total Cost:	$7,833,548.55
General Contractor:	RBM Contractors, LLC	Paid-to-Date:	$2,976,996.01	Balance:	$5,023,116.78
Project Update:	01/05/24 - The north side of Alberta road milestone 1 has been paved and is currently operational. Contractor has started the reconstruction of the south side of Alberta road. Shalom sanitary sewer line main has been installed; services, manholes, testin				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	11/07/20
Professional Services	100%	11/08/20	01/06/21
Schematic Design	100%	01/07/21	03/16/21
Acquisition	100%	03/17/21	04/04/23
Plans 30%	100%	03/17/21	11/18/22
Plans 60%	100%	11/19/22	01/20/23
Plans 90%	100%	01/21/23	02/22/23
Plans 100%	100%	02/23/23	03/16/23
Bid Process	100%	03/17/23	04/04/23
City Council	100%	04/05/23	08/13/23
Construction	18%	08/14/23	10/19/24
Substantial Completion	0%	10/20/24	11/20/24
Completed	0%	11/21/24	12/21/24



LOCATION MAP & PICTURES

Shalom Drive Sanitary Sewer

Ebony Hills Golf Course Bridges

ENGINEERING DEPARTMENT — 1/11/2024

Project Name:	EBONY HILLS GOLF COURSE BRIDGES				
Current Phase:	CONSTRUCTION	Construction Start:	11/27/2023	Estimated Completion:	04/26/2024
Account Name:	Ebony Hill Golf Course Improvements	City Amount / Cost:	$490,478.00	Alternate Funding:	$0.00
Professional Services:	Renoworks Facility Solutions & Bridge Brothers	Change Orders:	$0.00	Project Total Cost:	$490,478.00
General Contractor:	Renoworks Facility Solutions	Paid-to-Date:	$173,111.00	Balance:	$317,367.00
Project Update:	1/5/24 - Structural support was poured on 1/2/24.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	06/16/23	06/21/23
Schematic Design	85%	07/01/23	11/01/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	09/01/23	09/30/23
Plans 60%	100%	10/01/23	10/31/23
Plans 90%	95%	11/01/23	11/14/23
Plans 100%	45%	11/15/23	11/19/23
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	10%	11/27/23	03/22/24
Substantial Completion	25%	03/22/24	04/01/24
Completed	0%	04/18/24	04/26/24

LOCATION MAP & PICTURES

Skate Park Restroom and Pump Station

ENGINEERING DEPARTMENT

1/11/2024

Project Name:	SKATE PARK RESTROOM & PUMP STATION				
Current Phase:	CONSTRUCTION	Construction Start:	12/19/2022	Estimated Completion:	03/17/2024
Account Name:	2021 Bond Series	City Amount / Cost:	$504,085.39	Alternate Funding:	$0.00
Professional Services:	Milnet Architectural Services	Change Orders:	$0.00	Project Total Cost:	$504,085.39
General Contractor:	Rio United Builders	Paid-to-Date:	$5,250.58	Balance:	$498,834.81
Project Update:	12/27/23 - Accessibility inspection occurred for project close-out.				

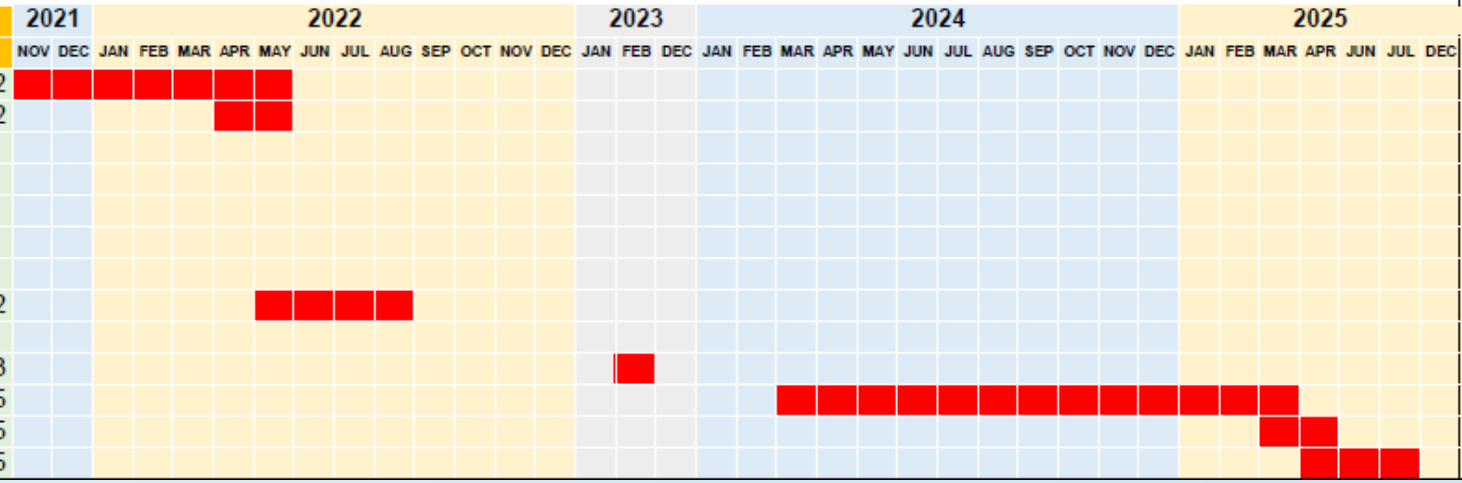
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/02/21	02/13/22
Professional Services	100%	02/14/22	03/20/22
Schematic Design	100%	03/21/22	04/07/22
Acquisition	N/A	N/A	N/A
Plans 30%	100%	04/08/22	04/28/22
Plans 60%	100%	04/29/22	05/14/22
Plans 90%	100%	05/15/22	06/30/22
Plans 100%	100%	07/01/22	07/30/22
Bid Process	100%	08/01/22	09/28/22
City Council	100%	09/29/22	12/18/22
Construction	95%	12/19/22	11/30/23
Substantial Completion	95%	12/01/23	03/16/24
Completed	50%	03/17/24	03/17/24

LOCATION MAP & PICTURES

Mon Mack and Freddy Traffic Signal

Project Name:	**FREDDY GONZALEZ DR & MON MACK RD TRAFFIC SIGNAL**				
Current Phase:	DESIGN	**Construction Start:**	3/15/2024	**Estimated Completion:**	07/17/2025
Account Name:	TxDOT HSIP	**City Amount / Cost:**	$30,000.00	**Alternate Funding:**	$223,433.01
Professional Services:	TEDSI Infrastructure	**Change Orders:**	$0.00	**Project Total Cost:**	$30,000.00
General Contractor:	TBD	**Paid-to-Date:**	$30,000.00	**Balance:**	$223,433.01
Project Update:	1/5/24 - The preconstruction meeting has been scheduled for February 7th with TxDOT and the contractor.				

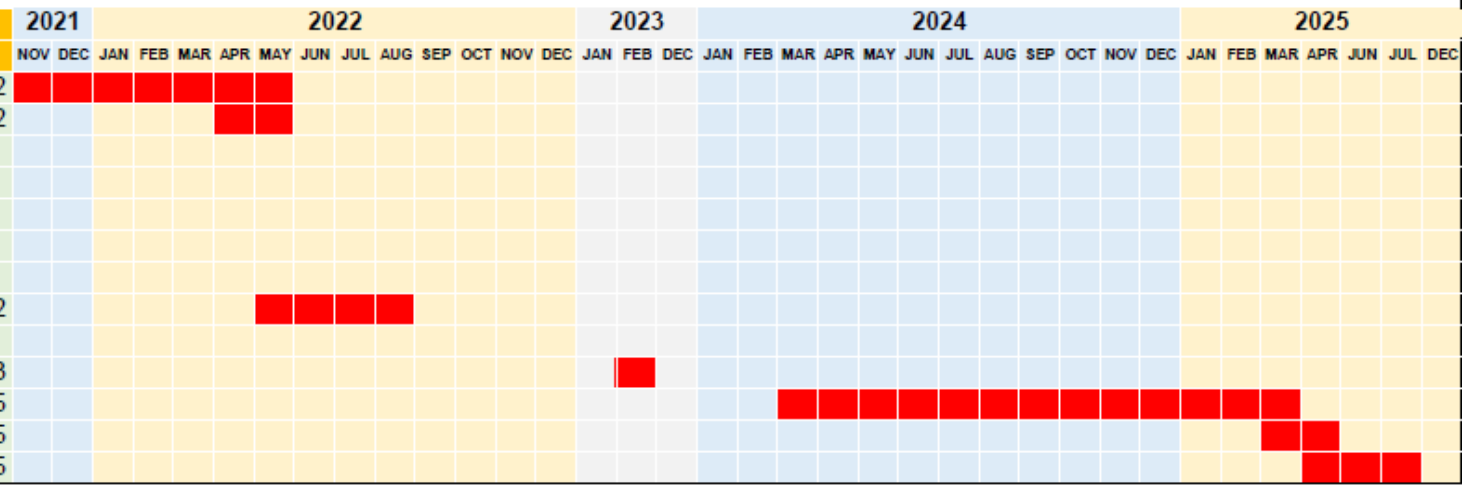
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	11/30/21	05/26/22
Professional Services	100%	04/20/22	05/20/22
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	100%	05/20/22	08/15/22
Bid Process	N/A	N/A	N/A
City Council	100%	02/07/23	02/08/23
Construction	0%	03/15/24	03/15/25
Substantial Completion	0%	03/16/25	04/16/25
Completed	0%	04/17/25	07/17/25



M Road/Gwin/Montecristo Traffic Signal

Project Name:	**MONTE CRISTO RD / M RD / GWIN RD TRAFFIC SIGNAL**				
Current Phase:	DESIGN	**Construction Start:**	3/15/2024	**Estimated Completion:**	07/17/2025
Account Name:	TXDOT HSIP, Capital Projects Fund	**City Amount / Cost:**	$30,000.00	**Alternate Funding:**	$346,821.94
Professional Services:	TEDSI Infrastructure	**Change Orders:**	$0.00	**Project Total Cost:**	$30,000.00
General Contractor:	TBD	**Paid-to-Date:**	$30,000.00	**Balance:**	$346,821.94
Project Update:	1/5/24 - The preconstruction meeting with TxDOT and the Contractor is scheduled for January 26th.				

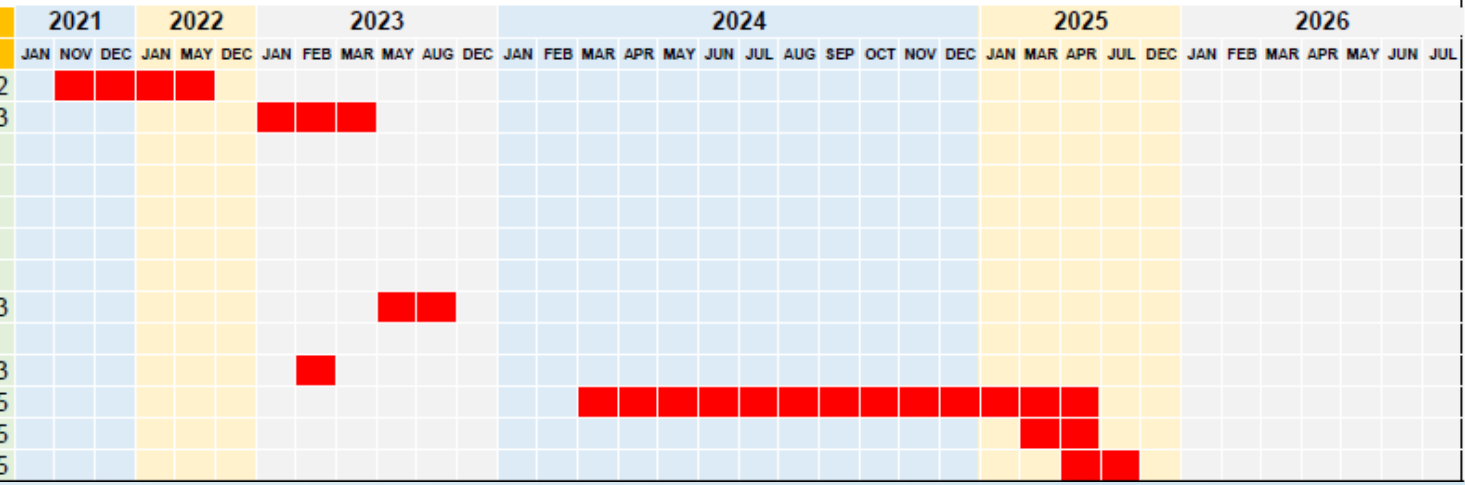
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	11/30/21	05/26/22
Professional Services	100%	04/20/22	05/20/22
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	100%	05/20/22	08/15/22
Bid Process	N/A	N/A	N/A
City Council	100%	02/07/23	02/08/23
Construction	0%	03/15/24	03/15/25
Substantial Completion	0%	03/16/25	04/16/25
Completed	0%	04/17/25	07/17/25



Mile 17 ½ Road and M Road Flashing Beacon

Project Name:	MILE 17 1/2 & M RD TRAFFIC BEACON				
Current Phase:	DESIGN	Construction Start:	3/15/2024	Estimated Completion:	07/17/2025
Account Name:	TxDOT HSIP	City Amount / Cost:	$0.00	Alternate Funding:	$0.00
Professional Services:	City Staff	Change Orders:	$0.00	Project Total Cost:	$0.00
General Contractor:	TBD	Change Orders:	$0.00	Project Total Cost:	$0.00
Project Update:	12/28/23 - Coordinating with TxDOT to set a pre-Construction meeting in early January.				

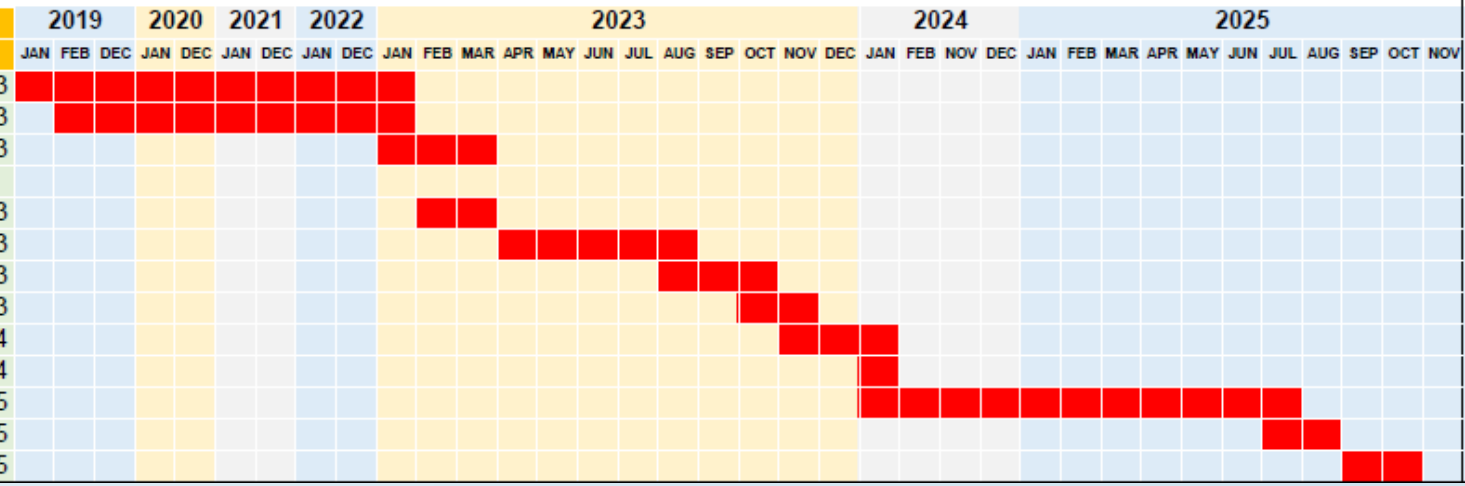
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	11/30/21	05/26/22
Professional Services	100%	01/18/23	03/26/23
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	100%	05/20/23	08/15/23
Bid Process	N/A	N/A	N/A
City Council	100%	02/07/23	02/07/23
Construction	0%	03/15/24	03/15/25
Substantial Completion	0%	03/16/25	04/16/25
Completed	0%	04/17/25	07/17/25



Doolittle Detention Pond

Project Name:	**DOOLITTLE DETENTION POND**				
Current Phase:	DESIGN	**Construction Start:**	1/22/2024	**Estimated Completion:**	10/15/2025
Account Name:	2019 Bond Series	**City Amount / Cost:**	$7,375,870.71	**Alternate Funding:**	$0.00
Professional Services:	Quintanilla, Headley & Associates	**Change Orders:**	$0.00	**Project Total Cost:**	$538,759.87
General Contractor:	TBD	**Paid-to-Date:**	$423,210.37	**Balance:**	$6,952,660.34
Project Update:	1/10/24 - The construction contract is in the process of being executed.				

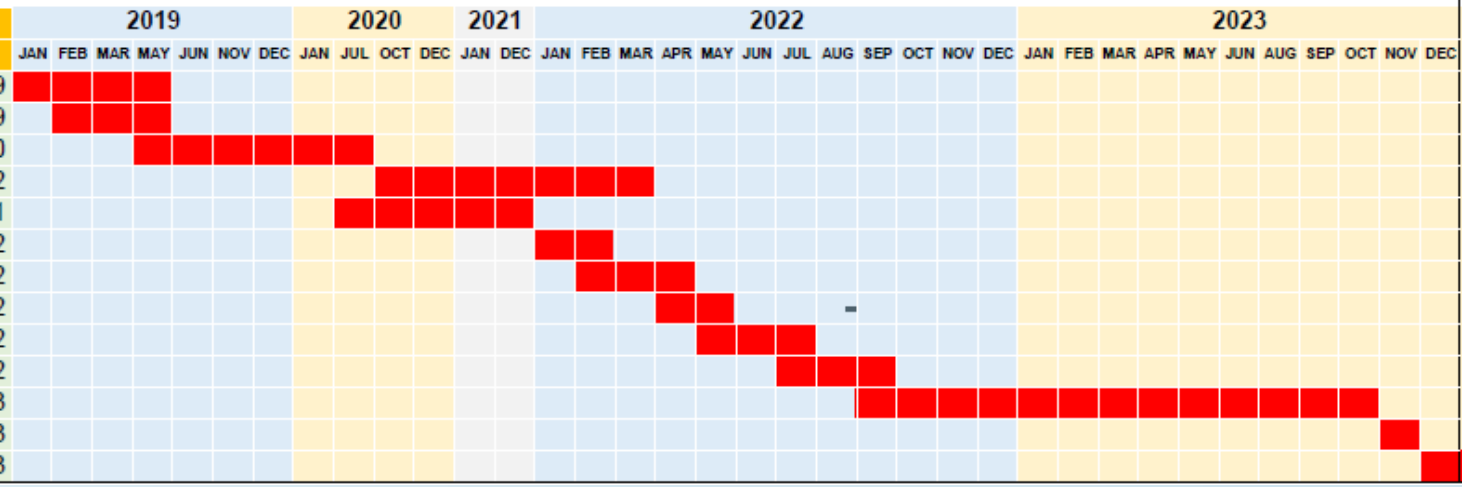
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	01/03/23
Professional Services	100%	02/27/19	01/03/23
Schematic Design	100%	01/03/23	03/30/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	02/23/23	03/30/23
Plans 60%	100%	04/01/23	08/24/23
Plans 90%	100%	08/25/23	10/13/23
Plans 100%	100%	10/14/23	11/09/23
Bid Process	97%	11/10/23	01/01/24
City Council	0%	01/02/24	01/21/24
Construction	0%	01/22/24	07/15/25
Substantial Completion	0%	07/16/25	08/18/25
Completed	0%	09/19/25	10/15/25



Schunior Detention Pond Phase 3

Project Name:	**SCHUNIOR DETENTION POND**				
Current Phase:	CONSTRUCTION	Construction Start:	9/12/2022	Estimated Completion:	12/15/2023
Account Name:	2019 Bond Series	City Amount / Cost:	$5,130,172.47	Alternate Funding:	$0.00
Professional Services:	SAMES	Change Orders:	$0.00	Project Total Cost:	$4,457,272.24
General Contractor:	Castle Enterprises	Paid-to-Date:	$4,303,782.36	Balance:	$826,390.11
Project Update:	01/05/24 - Phase 3 has been awarded to MOR-WIL. Groundbreaking scheduled to be on 01-25-24.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	05/01/19
Professional Services	100%	02/27/19	05/01/19
Schematic Design	100%	05/02/19	07/02/20
Acquisition	100%	10/19/20	03/31/22
Plans 30%	100%	07/03/20	12/30/21
Plans 60%	100%	01/01/22	02/14/22
Plans 90%	100%	02/15/22	04/07/22
Plans 100%	100%	04/08/22	05/20/22
Bid Process	100%	05/21/22	07/05/22
City Council	100%	07/06/22	09/11/22
Construction	100%	09/12/22	10/31/23
Substantial Completion	100%	11/01/23	11/30/23
Completed	95%	12/01/23	12/15/23

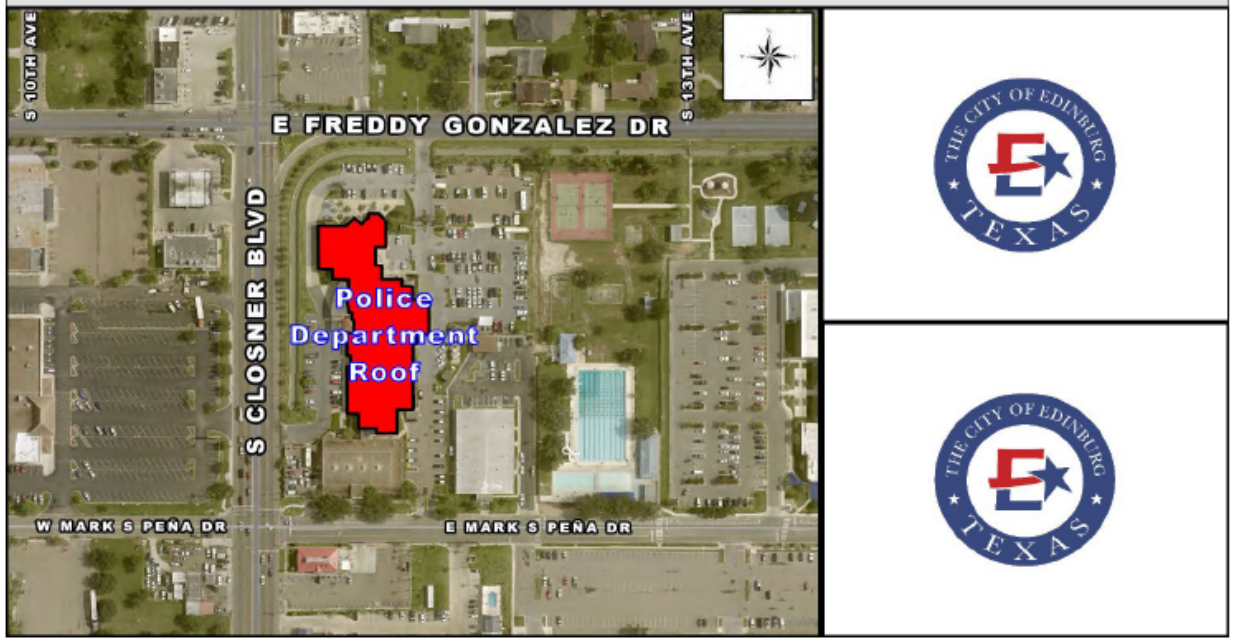


Police Roof

ENGINEERING DEPARTMENT 1/11/2024

Project Name:	POLICE DEPARTMENT ROOF				
Current Phase:	CONSTRUCTION	Construction Start:	1/29/2024	Estimated Completion:	06/15/2024
Account Name:	General Fund CIP F137, Settlements	City Amount / Cost:	$750,345.00	Alternate Funding:	$94,053.22
Professional Services:	Terracon	Change Orders:	$0.00	Project Total Cost:	$750,345.00
General Contractor:	SLR Builders	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	1/5/23 - Contractor and staff working on negative Change Order.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	08/05/19	03/05/20
Professional Services	100%	03/06/20	01/26/21
Schematic Design	100%	01/27/21	04/20/21
Acquisition	N/A	N/A	N/A
Plans 30%	100%	04/21/21	10/20/21
Plans 60%	100%	10/21/21	11/20/21
Plans 90%	100%	11/21/21	01/20/22
Plans 100%	100%	01/21/22	03/07/22
Bid Process	100%	03/08/22	04/05/22
City Council	100%	04/06/22	06/20/22
Construction	0%	01/29/24	04/30/24
Substantial Completion	0%	05/01/24	05/31/24
Completed	0%	06/01/24	06/15/24



LOCATION MAP & PICTURES

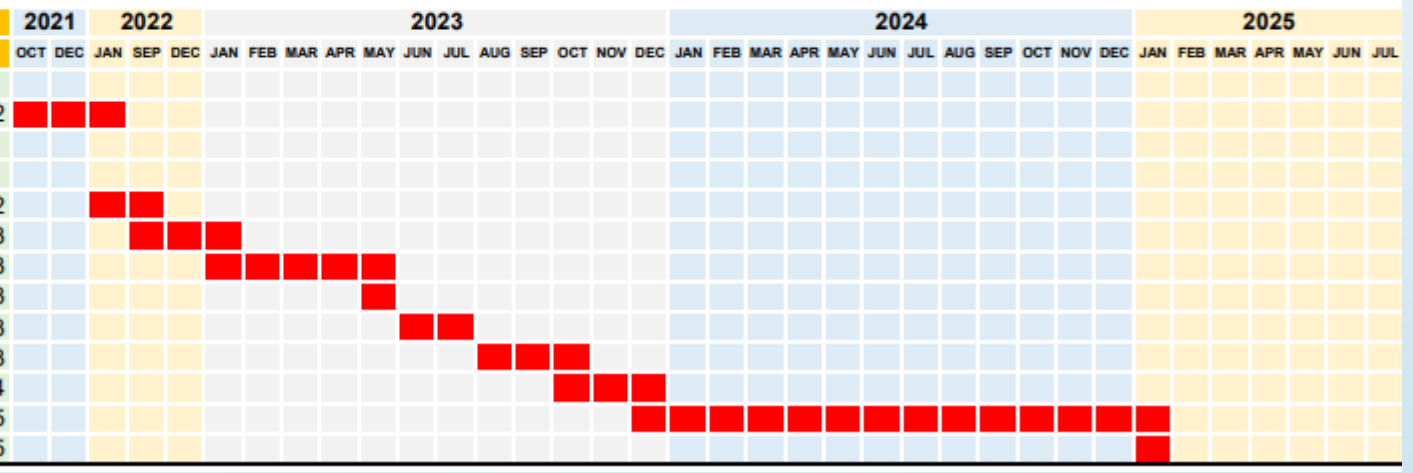
Utilities Department Ongoing/Under Construction Projects

- Monte Cristo & Closner Elevated Water Tower Project
- Wastewater Treatment Plant Headworks Raw Water Pump
- 1250 KW Standby Generator for the WWTP Beltpress
- Utility Rate & Connection Fee Study

Monte Cristo and Closner Elevated Water

Project Name:	**MONTE CRISTO AND CLOSNER ELEVATED WATER TOWER**				
Current Phase:	CONSTRUCTION	**Construction Start:**	10/26/2023	**Estimated Completion:**	01/27/2025
Account Name:	ARPA/EEDC	**City Amount / Cost:**	$2,100,000.00	**Alternate Funding:**	$2,967,323.39
Professional Services:	Melden & Hunt	**Change Orders:**	$0.00	**Project Total Cost:**	$5,037,000.00
General Contractor:	Landmark Structures I LP	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/9/2024 - The contractor will start working on the pedestal by the end of next week.				

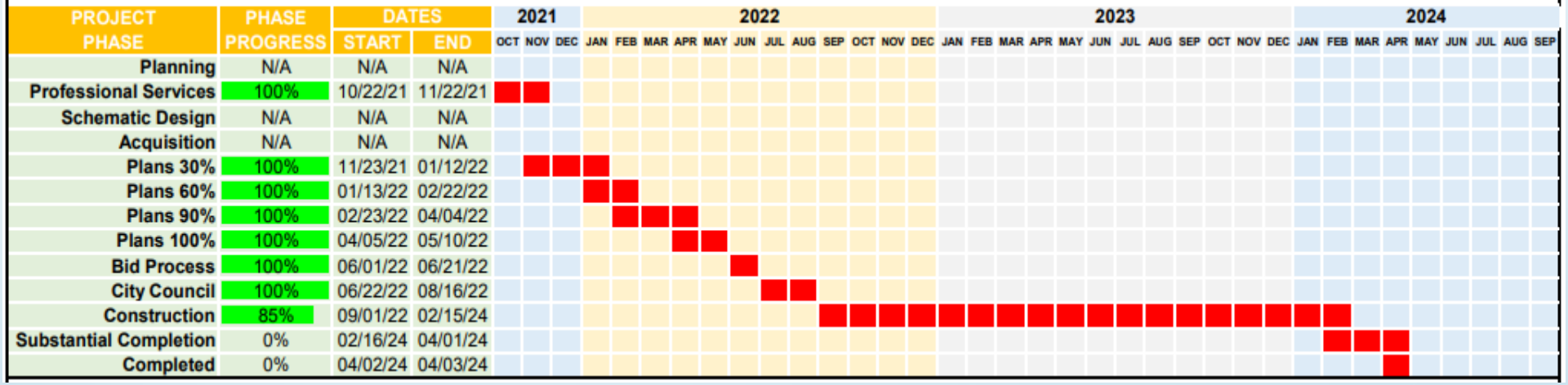
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	10/15/21	01/05/22
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	01/06/22	09/11/22
Plans 60%	100%	09/12/22	01/25/23
Plans 90%	100%	01/26/23	05/01/23
Plans 100%	100%	05/02/23	05/15/23
Bid Process	100%	06/02/23	07/20/23
City Council	100%	07/21/22	10/03/23
Construction	0%	10/26/23	12/11/24
Substantial Completion	0%	12/12/24	01/25/25
Completed	0%	01/26/25	01/27/25



Wastewater Treatment Plant Headworks Raw Water Pump

Project Name:	**WASTEWATER TREATMENT PLANT HEADWORKS RAW WATER PUMP**				
Current Phase:	CONSTRUCTION	**Construction Start:**	9/1/2022	**Estimated Completion:**	04/03/2024
Account Name:	2021-2022 Capital Lease	**City Amount / Cost:**	$442,000.00	**Alternate Funding:**	$0.00
Professional Services:	DBR Engineering	**Change Orders:**	$0.00	**Project Total Cost:**	$387,000.00
General Contractor:	Norris Leal	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/9/2024 - The contractor is still pending installation of some electrical components.				

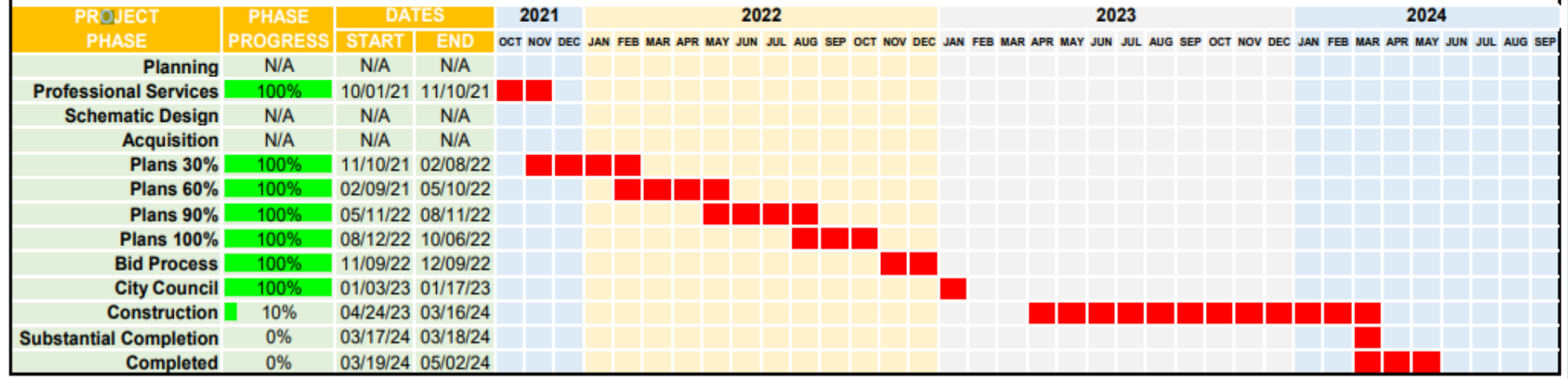
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	10/22/21	11/22/21
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	11/23/21	01/12/22
Plans 60%	100%	01/13/22	02/22/22
Plans 90%	100%	02/23/22	04/04/22
Plans 100%	100%	04/05/22	05/10/22
Bid Process	100%	06/01/22	06/21/22
City Council	100%	06/22/22	08/16/22
Construction	85%	09/01/22	02/15/24
Substantial Completion	0%	02/16/24	04/01/24
Completed	0%	04/02/24	04/03/24



1250 KW Standby Generator for the WWTP Beltpress

Project Name:	**1250 KW STANDBY GENERATOR FOR THE WWTP BELTPRESS**				
Current Phase:	CONSTRUCTION	**Construction Start:**	4/24/2023	**Estimated Completion:**	05/02/2024
Account Name:	ARPA	**City Amount / Cost:**	$0.00	**Alternate Funding:**	$750,000.00
Professional Services:	R.O. Engineering	**Change Orders:**	$0.00	**Project Total Cost:**	$694,459.00
General Contractor:	McDonald Municipal and Industrial, Inc.	**Paid-to-Date:**	$0.00	**Balance:**	$694,459.00
Project Update:	1/9/2024 No new update - the contractor continues to wait on the delivery of the equipment.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	10/01/21	11/10/21
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	11/10/21	02/08/22
Plans 60%	100%	02/09/21	05/10/22
Plans 90%	100%	05/11/22	08/11/22
Plans 100%	100%	08/12/22	10/06/22
Bid Process	100%	11/09/22	12/09/22
City Council	100%	01/03/23	01/17/23
Construction	10%	04/24/23	03/16/24
Substantial Completion	0%	03/17/24	03/18/24
Completed	0%	03/19/24	05/02/24



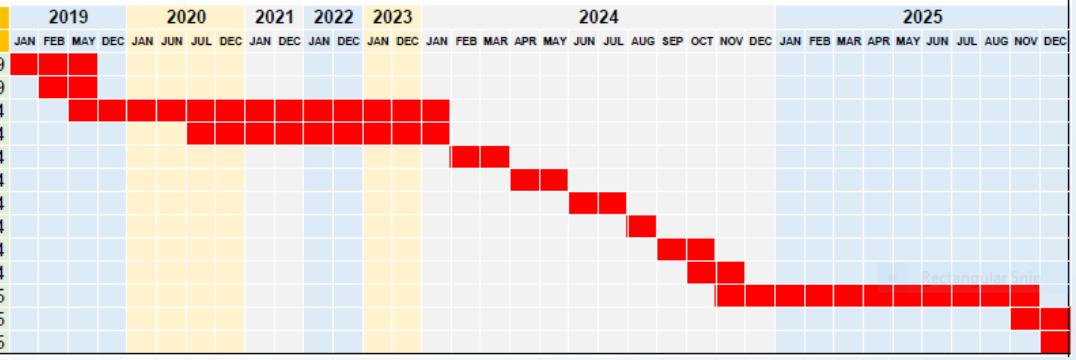
Projects Under
Planning / Acquisition / Design / Bidding

Engineering

Sugar Detention Pond / Veterans Detention Pond Phase 2

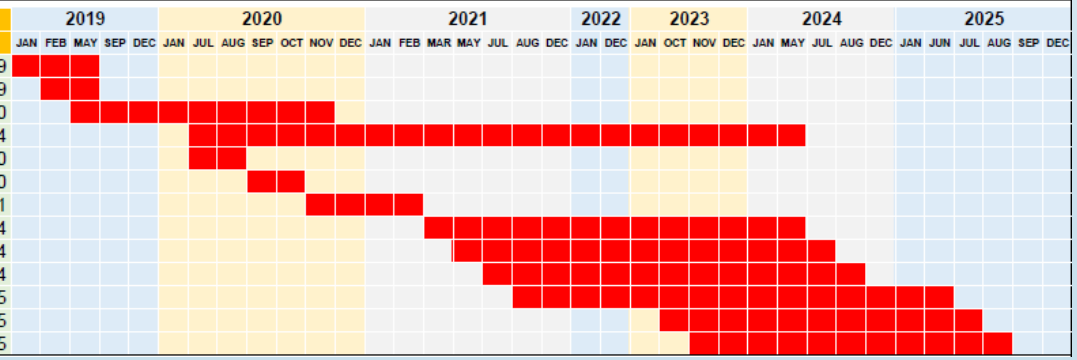
Project Name:	**SUGAR DETENTION POND**				
Current Phase:	ACQUISITION	**Construction Start:**	11/17/2024	**Estimated Completion:**	12/30/2025
Account Name:	2019 Bond Series	**City Amount / Cost:**	$2,584,949.02	**Alternate Funding:**	$0.00
Professional Services:	Javier Hinojosa Engineering	**Change Orders:**	$0.00	**Project Total Cost:**	$2,584,949.02
General Contractor:	TBD	**Paid-to-Date:**	$96,896.00	**Balance:**	$0.00
Project Update:	1/5/24 - The price for the proposed detention pond location has been agreed upon and the City is moving forward with the purchase. Design to begin.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	05/01/19
Professional Services	100%	02/27/19	05/01/19
Schematic Design	25%	05/02/19	01/31/24
Acquisition	50%	07/07/20	01/31/24
Plans 30%	0%	02/01/24	03/30/24
Plans 60%	0%	04/01/24	05/31/24
Plans 90%	0%	06/01/24	07/31/24
Plans 100%	0%	08/01/24	08/31/24
Bid Process	0%	09/01/24	10/15/24
City Council	0%	10/16/24	11/16/24
Construction	0%	11/17/24	11/15/25
Substantial Completion	0%	11/16/25	12/16/25
Completed	0%	12/17/25	12/30/25



Project Name:	**VETERANS DETENTION POND PHASE I**		
Current Phase:	CONSTRUCTION	**Construction Start:**	8/12/2021
Account Name:	2019 Bond Series, Utility Fund	**City Amount / Cost:**	$4,158,541.20
Professional Services:	Guzman & Munoz Engineering	**Change Orders:**	$178,866.00
General Contractor:	H&R Lease Service	**Paid-to-Date:**	$2,161,751.70
Project Update:	1/5/2024 - The City has entered Condemnation procedure for the proposed property for the location of the region detention facility (pond).		

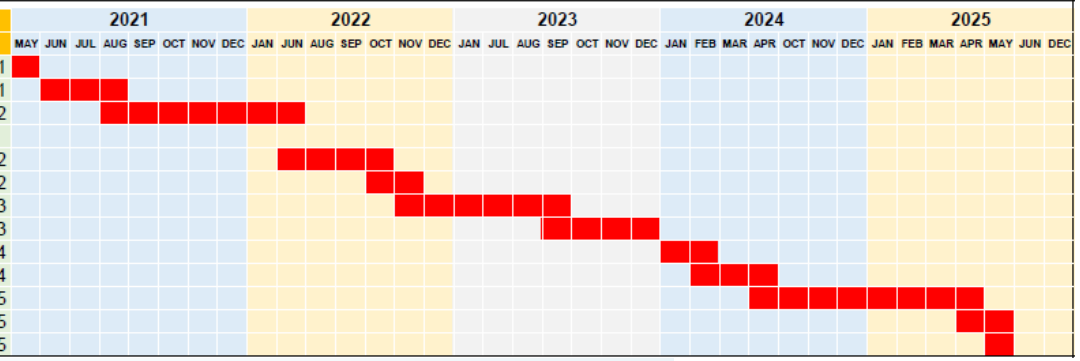
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	05/01/19
Professional Services	100%	02/27/19	05/01/19
Schematic Design	100%	05/01/19	11/30/20
Acquisition	50%	07/07/20	05/30/24
Plans 30%	100%	07/08/20	08/30/20
Plans 60%	100%	09/01/20	10/31/20
Plans 90%	100%	11/01/20	02/28/21
Plans 100%	50%	03/01/21	05/30/24
Bid Process	50%	05/01/21	07/15/24
City Council	50%	07/01/21	08/15/24
Construction	50%	08/12/21	06/30/25
Substantial Completion	50%	10/20/23	07/30/25
Completed	30%	11/20/23	08/30/25



Downtown Parking Garage / Animal Care Facility

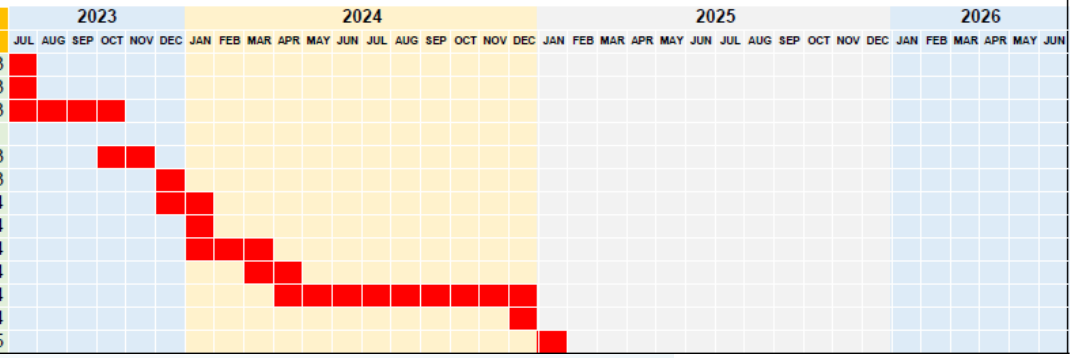
Project Name:	**DOWNTOWN PARKING GARAGE & RETAIL FACILITY**				
Current Phase:	DESIGN	Construction Start:	4/8/2024	Estimated Completion:	05/31/2025
Account Name:	2021 Bond Series, EEDC Fund	City Amount / Cost:	$8,000,000.00	Alternate Funding:	$2,000,000.00
Professional Services:	ERO Architects	Change Orders:	$0.00	Project Total Cost:	$623,990.53
General Contractor:	TBD	Paid-to-Date:	$591,957.03	Balance:	$9,408,042.97
Project Update:	1/11/24 - Plans have advertised for bidding. Pre-proposal meeting is scheduled on 1/18/24.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	05/01/21	05/31/21
Professional Services	100%	06/01/21	08/17/21
Schematic Design	100%	08/18/21	06/20/22
Acquisition	N/A	N/A	N/A
Plans 30%	100%	06/21/22	10/21/22
Plans 60%	100%	10/22/22	11/22/22
Plans 90%	100%	11/22/22	09/29/23
Plans 100%	100%	09/30/23	12/31/23
Bid Process	25%	01/01/24	02/15/24
City Council	0%	02/16/24	04/07/24
Construction	0%	04/08/24	04/08/25
Substantial Completion	0%	04/09/25	05/09/25
Completed	0%	05/10/25	05/31/25



Project Name:	**ANIMAL CARE FACILITY**				
Current Phase:	DESIGN	Construction Start:	4/8/2024	Estimated Completion:	01/15/2025
Account Name:	General Fund Capital Lease	City Amount / Cost:	$600,000.00	Alternate Funding:	$0.00
Professional Services:	Alvarado Architects	Change Orders:	$0.00	Project Total Cost:	$55,000.00
General Contractor:	TBD	Paid-to-Date:	$8,200.00	Balance:	$591,800.00
Project Update:	12/27/23 - Project is expected to be bid out in February 2024.				

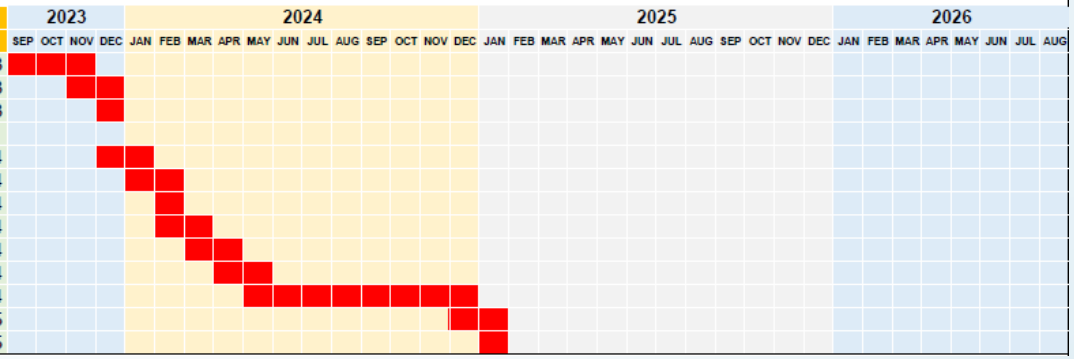
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	07/01/23	07/31/23
Professional Services	100%	07/01/23	07/31/23
Schematic Design	100%	08/01/23	10/27/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	10/19/23	11/30/23
Plans 60%	100%	12/01/23	12/15/23
Plans 90%	40%	12/15/23	01/14/24
Plans 100%	0%	01/15/24	01/28/24
Bid Process	0%	01/29/24	03/18/24
City Council	0%	03/19/24	04/07/24
Construction	0%	04/08/24	12/06/24
Substantial Completion	0%	12/07/24	12/31/24
Completed	0%	01/01/25	01/15/25



Park Restrooms (Bicentennial, Memorial & Frontier) / Municipal Park Turf Fields Phase 2

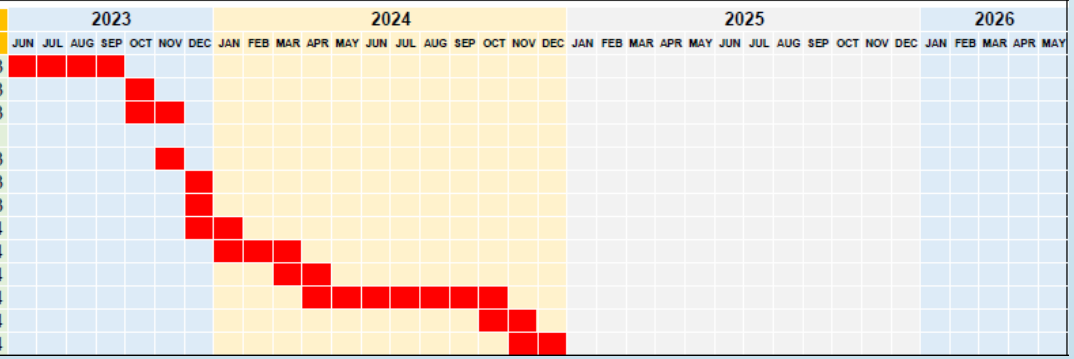
Project Name:	**PARK RESTROOMS (BICENTENNIAL, MEMORIAL & FRONTIER)**				
Current Phase:	DESIGN	**Construction Start:**	5/6/2024	**Estimated Completion:**	01/31/2025
Account Name:	Capital Lease	**City Amount / Cost:**	$0.00	**Alternate Funding:**	$1,050,000.00
Professional Services:	Milnet Architectural Services, PLLC	**Change Orders:**	$0.00	**Project Total Cost:**	$63,000.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/5/24 - Progress meeting scheduled the first week in February to discuss 60% set.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	09/01/23	11/22/23
Professional Services	100%	11/23/23	12/05/23
Schematic Design	100%	12/06/23	12/22/23
Acquisition	N/A	N/A	N/A
Plans 30%	75%	12/23/23	01/12/24
Plans 60%	0%	01/13/24	02/02/24
Plans 90%	0%	02/03/24	02/17/24
Plans 100%	0%	02/18/24	03/01/24
Bid Process	0%	03/03/24	04/15/24
City Council	0%	04/16/24	05/05/24
Construction	0%	05/06/24	12/06/24
Substantial Completion	0%	12/06/24	01/03/25
Completed	0%	01/04/25	01/31/25



Project Name:	**MUNICIPAL PARK TURF FIELDS PH 2**				
Current Phase:	DESIGN	**Construction Start:**	4/8/2024	**Estimated Completion:**	12/05/2024
Account Name:	EEDC	**City Amount / Cost:**	$60,000.00	**Alternate Funding:**	$2,287,000.00
Professional Services:	Melden & Hunt, Inc.	**Change Orders:**	$0.00	**Project Total Cost:**	$52,000.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$2,347,000.00
Project Update:	1/5/24 - Progress meeting is scheduled for 1/8/24 to review 60% set.				

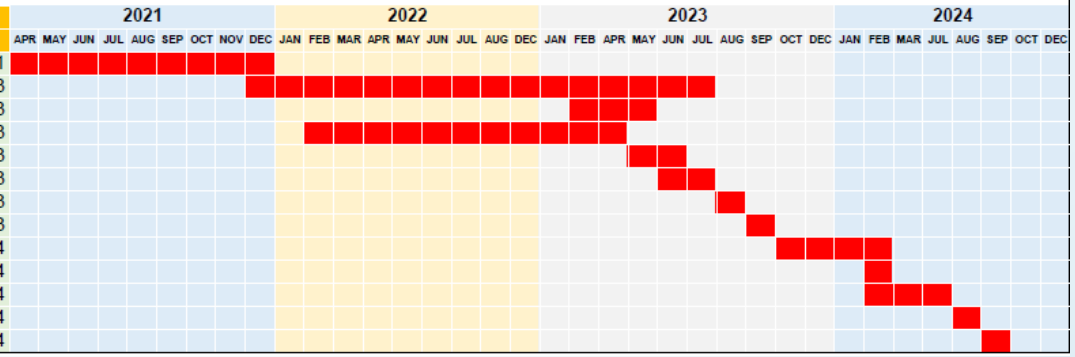
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/05/23	09/30/23
Professional Services	100%	10/01/23	10/10/23
Schematic Design	100%	10/10/23	11/10/23
Acquisition	N/A	N/A	N/A
Plans 30%	45%	11/11/23	11/30/23
Plans 60%	0%	12/01/23	12/18/23
Plans 90%	0%	12/19/23	12/22/23
Plans 100%	0%	12/23/24	01/29/24
Bid Process	0%	01/30/24	03/18/24
City Council	0%	03/19/24	04/07/24
Construction	0%	04/08/24	10/05/24
Substantial Completion	0%	10/06/24	11/04/24
Completed	0%	11/05/24	12/05/24



Brennaaleen Cedar Drainage Phase 1 / New Service Center

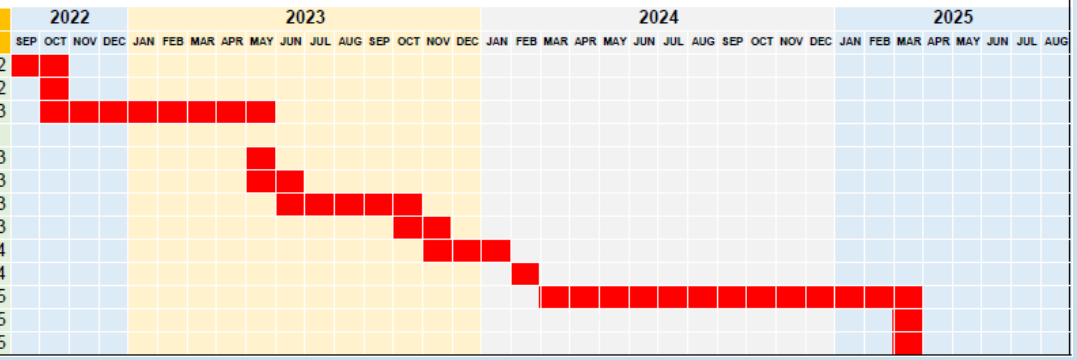
Project Name:	**BRENNAALEEN CEDAR DRAINAGE PROJECT PHASE 1**				
Current Phase:	DESIGN	Construction Start:	2/26/2024	Estimated Completion:	09/30/2024
Account Name:	CDGM Fund	City Amount / Cost:	$304,454.72	Alternate Funding:	$304,454.72
Professional Services:	City Staff / RE Garcia / Halff Associates	Change Orders:	$0.00	Project Total Cost:	$304,454.72
General Contractor:	N/A	Paid-to-Date:	$183,858.44	Balance:	$120,596.28
Project Update:	1/10/24 - Bids are expected to be received on January 16th.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	04/20/21	12/14/21
Professional Services	100%	12/15/21	07/31/23
Schematic Design	100%	02/08/23	05/01/23
Acquisition	100%	02/15/22	04/13/23
Plans 30%	100%	05/02/23	06/15/23
Plans 60%	100%	06/16/23	07/30/23
Plans 90%	100%	08/01/23	08/30/23
Plans 100%	100%	09/01/23	09/30/23
Bid Process	25%	10/01/23	02/05/24
City Council	0%	02/06/24	02/25/24
Construction	0%	02/26/24	07/30/24
Substantial Completion	0%	08/01/24	08/30/24
Completed	0%	09/01/24	09/30/24



Project Name:	**NEW SERVICE CENTER**		
Current Phase:	DESIGN	Construction Start:	3/4/2024
Account Name:	ARPA 2	City Amount / Cost:	$0.00
Professional Services:	GIGNAC ARCHITECTS	Change Orders:	$0.00
General Contractor:	TBD	Paid-to-Date:	$172,500.00
Project Update:	1/5/24 - Project out for Bid and Proposals are due on 1/16/24.		

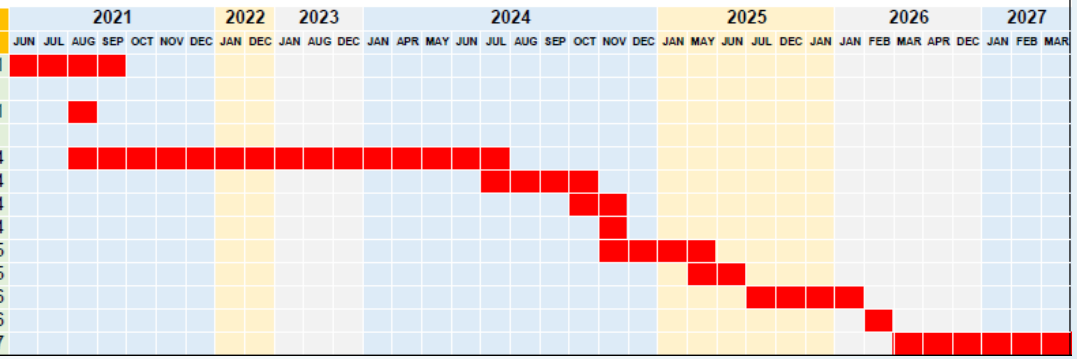
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	09/20/22	10/14/22
Professional Services	100%	10/18/22	10/21/22
Schematic Design	100%	10/24/22	05/18/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	05/19/23	05/24/23
Plans 60%	100%	05/25/23	06/15/23
Plans 90%	100%	06/16/23	10/06/23
Plans 100%	100%	12/18/23	12/18/23
Bid Process	50%	12/27/23	02/05/24
City Council	0%	02/06/24	03/03/24
Construction	0%	03/04/24	03/04/25
Substantial Completion	0%	03/04/25	03/28/25
Completed	0%	03/28/25	03/28/25



Freddy Gonzalez Hike & Bike Trail Phase 2 / Ebony Hills Detention Pond

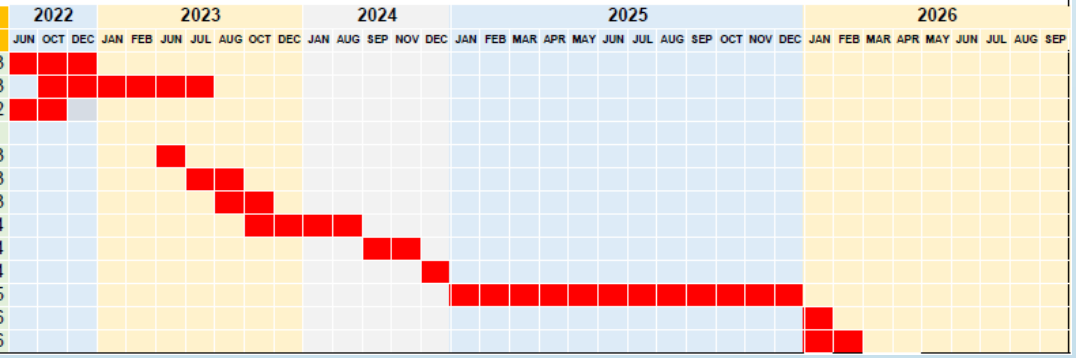
Project Name:	**FREDDY GONZALEZ HIKE & BIKE TRAIL PHASE II**				
Current Phase:	DESIGN	Construction Start:	7/1/2025	Estimated Completion:	03/01/2027
Account Name:	RGVMPO TASA, Parkland Dedication Funds	City Amount / Cost:	$1,092,099.00	Alternate Funding:	$910,445.00
Professional Services:	City Staff	Change Orders:	$0.00	Project Total Cost:	$1,092,099.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	1/5/2024 - Will have a meeting with TxDOT week of 1/8/24 to discuss progress and environmental report scope.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/15/21	09/29/21
Professional Services	N/A	N/A	N/A
Schematic Design	100%	08/02/21	08/31/21
Acquisition	N/A	N/A	N/A
Plans 30%	0%	08/01/23	07/15/24
Plans 60%	0%	07/16/24	10/15/24
Plans 90%	0%	10/16/24	11/01/24
Plans 100%	0%	11/02/24	11/16/24
Bid Process	0%	11/17/24	05/03/25
City Council	0%	05/04/25	06/30/25
Construction	0%	07/01/25	01/31/26
Substantial Completion	0%	02/01/26	02/28/26
Completed	0%	03/01/26	03/01/27



Project Name:	**EBONY HILLS DETENTION POND**		
Current Phase:	DESIGN	Construction Start:	1/6/2025
Account Name:	2021 Bond Series	City Amount / Cost:	$932,658.74
Professional Services:	City Staff / Melden & Hunt	Change Orders:	$0.00
General Contractor:	TBD	Paid-to-Date:	$67,333.93
Project Update:	1/10/24 - City Staff submitted grant application on 1/8/24.		

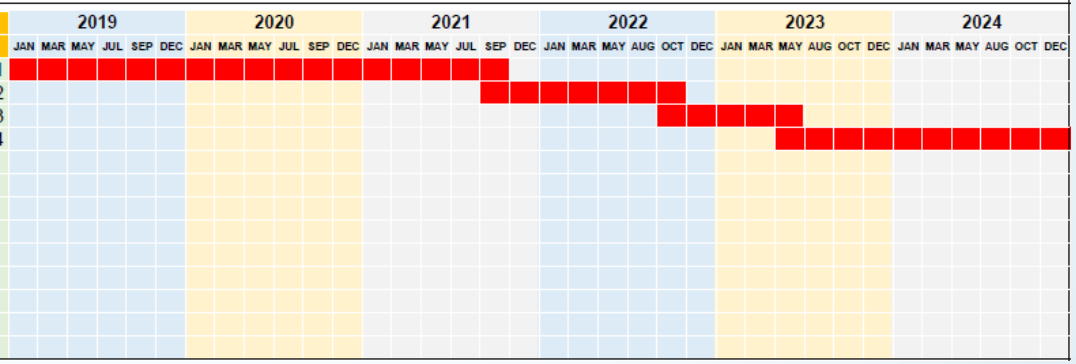
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/01/22	11/01/23
Professional Services	100%	10/20/22	06/01/23
Schematic Design	100%	06/01/22	10/29/22
Acquisition	N/A	N/A	N/A
Plans 30%	100%	06/02/23	06/29/23
Plans 60%	100%	07/01/23	08/14/23
Plans 90%	100%	08/15/23	10/20/23
Plans 100%	70%	10/21/23	08/31/24
Bid Process	0%	09/01/24	11/30/24
City Council	0%	12/03/24	12/23/24
Construction	0%	01/06/25	12/31/25
Substantial Completion	0%	01/01/26	01/01/26
Completed	0%	01/04/26	02/04/26



Sugar Road Right-of-Way / Jackson Road Right-of-Way

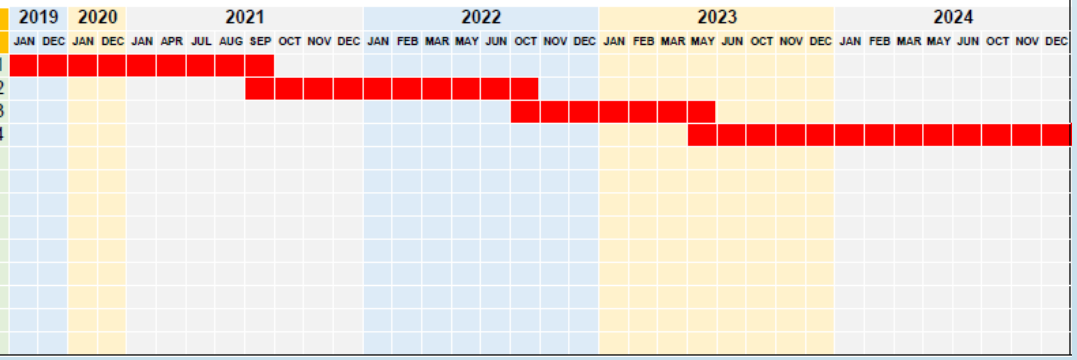
Project Name:	**SUGAR RD RIGHT-OF-WAY**				
Current Phase:	ACQUISITION	Construction Start:	N/A	Estimated Completion:	N/A
Account Name:	2021 Bond Series	City Amount / Cost:	$835,984.48	Alternate Funding:	$0.00
Professional Services:	Halff Associates	Change Orders:	$0.00	Project Total Cost:	$835,984.48
General Contractor:	N/A	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	12/8/23 - All parcel surveys have been completed. Appraisals are expected in January.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	09/01/21
Professional Services	100%	09/02/21	10/04/22
Schematic Design	100%	10/05/22	05/05/23
Acquisition	40%	05/06/23	12/31/24
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	N/A	N/A	N/A
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	N/A	N/A	N/A
Substantial Completion	N/A	N/A	N/A
Completed	N/A	N/A	N/A



Project Name:	**JACKSON RD RIGHT-OF-WAY**		
Current Phase:	ACQUISITION	Construction Start:	N/A
Account Name:	2021 Bond Series	City Amount / Cost:	$1,838,262.87
Professional Services:	Rio Delta Engineering	Change Orders:	$0.00
General Contractor:	N/A	Paid-to-Date:	$166,000.00
Project Update:	01/05/24 - The final batch of surveys and the first batch of appraisal reports are expected to be sent by 1-12-24		

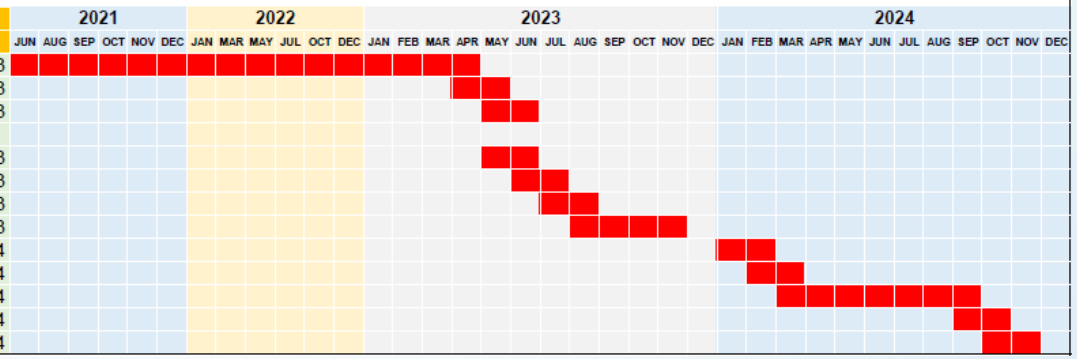
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/16/19	09/01/21
Professional Services	100%	09/02/21	10/04/22
Schematic Design	100%	10/05/22	05/05/23
Acquisition	35%	05/06/23	12/31/24
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	N/A	N/A	N/A
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	N/A	N/A	N/A
Substantial Completion	N/A	N/A	N/A
Completed	N/A	N/A	N/A



Luna Subdivision Drainage Improvements / Transit Terminal Finish-Out

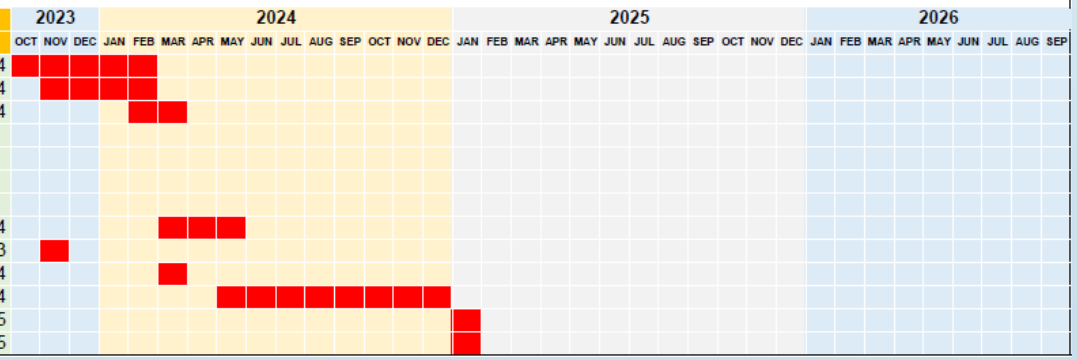
Project Name:	LUNA SUBDIVISION DRAINAGE IMPROVEMENTS				
Current Phase:	DESIGN	Construction Start:	3/27/2024	Estimated Completion:	11/29/2024
Account Name:	General Fund CIP F137	City Amount / Cost:	$250,000.00	Alternate Funding:	$0.00
Professional Services:	City Staff	Change Orders:	$0.00	Project Total Cost:	$250,000.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	11/03/23 - Bidding to proceed upon funding (FEMA reimbursements on other projects).				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/01/21	04/03/23
Professional Services	90%	04/11/23	05/24/23
Schematic Design	100%	05/25/23	06/24/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	05/25/23	06/25/23
Plans 60%	100%	06/25/23	07/25/23
Plans 90%	100%	07/25/23	08/18/23
Plans 100%	10%	08/18/23	11/15/23
Bid Process	0%	01/08/24	02/16/24
City Council	0%	02/27/24	03/26/24
Construction	0%	03/27/24	09/27/24
Substantial Completion	0%	09/28/24	10/28/24
Completed	0%	10/29/24	11/29/24



Project Name:	EDINBURG TRANSIT TERMINAL FINISH OUT		
Current Phase:	PLANNING	Construction Start:	5/6/2024
Account Name:	EEDC	City Amount / Cost:	$0.00
Professional Services:	RO Engineering	Change Orders:	$0.00
General Contractor:	RO Engineering	Paid-to-Date:	$0.00
Project Update:	1/11/24 - Meeting with consultant occur.		

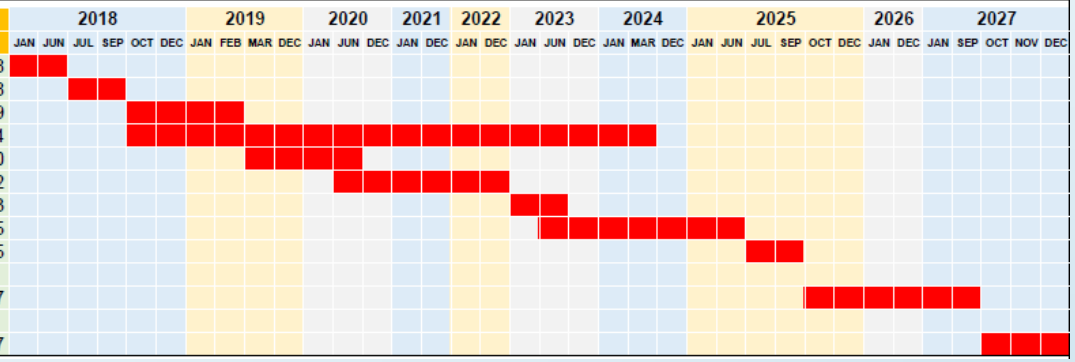
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	75%	10/02/23	02/04/24
Professional Services	75%	11/07/23	02/05/24
Schematic Design	0%	02/07/24	03/04/24
Acquisition	N/A	N/A	N/A
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	0%	03/04/24	05/05/24
Bid Process	75%	11/07/23	11/28/23
City Council	0%	02/06/24	02/25/24
Construction	0%	05/06/24	12/31/24
Substantial Completion	0%	01/01/25	01/15/25
Completed	0%	01/16/25	01/31/25



Downtown / SH 107 Improvements

Project Name:	DOWNTOWN / SH 107 IMPROVEMENTS (TxDOT)				
Current Phase:	DESIGN	Construction Start:	10/1/2025	Estimated Completion:	12/31/2027
Account Name:	2021 Bond Series	City Amount / Cost:	$2,500,000.00	Alternate Funding:	$0.00
Professional Services:	L&G Engineering	Change Orders:	$0.00	Project Total Cost:	$2,500,000.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	1/5/25 - Progress meeting occurred with TxDOT, Hidalgo County and Engineering Consultant. Right of way work continues. Utilities adjustments plans by City are under review by TxDOT.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	01/01/18	06/30/18
Professional Services	100%	07/01/18	09/30/18
Schematic Design	100%	10/01/18	02/28/19
Acquisition	90%	10/01/18	03/30/24
Plans 30%	100%	03/01/19	06/02/20
Plans 60%	100%	06/03/20	12/31/22
Plans 90%	100%	01/01/23	06/22/23
Plans 100%	30%	06/23/23	06/30/25
Bid Process	0%	07/01/25	09/30/25
City Council	N/A	N/A	N/A
Construction	0%	10/01/25	09/30/27
Substantial Completion	N/A	N/A	N/A
Completed	0%	10/01/27	12/31/27



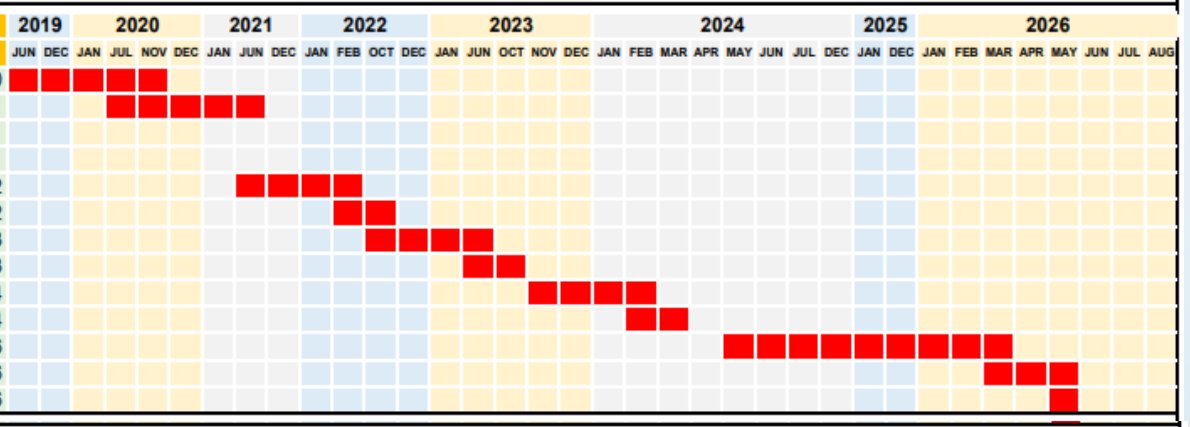
Utilities Department
Planning / Acquisition / Design / Bidding

- Wastewater Treatment Plant Improvements & Expansion
- US Highway 281 (Between FM 490 and SH 186)
- DTWTP High Service Pump Generator
- Airport New Lift Station Project
- West Owassa Sewer Improvements
- East Owassa Sewer Improvements

Wastewater Treatment Plant Improvements & Expansion / US Highway 281 (Between FM 490 and SH 186)

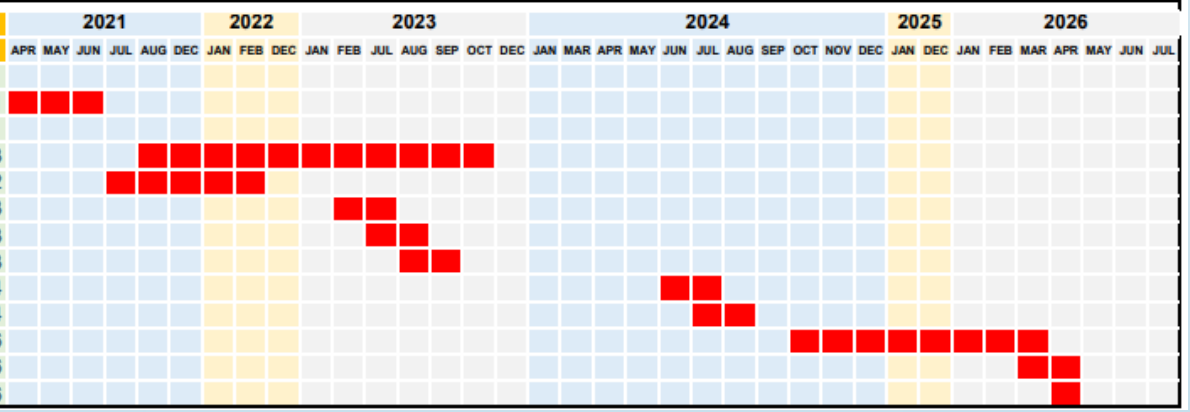
Project Name:	**WASTEWATER TREATMENT PLANT IMPROVEMENTS & EXPANSION**				
Current Phase:	DESIGN	**Construction Start:**	5/14/2024	**Estimated Completion:**	05/14/2026
Account Name:	Utility CIP Budget	**City Amount / Cost:**	$21,000,000.00	**Alternate Funding:**	$0.00
Professional Services:	Meldent & Hunt	**Change Orders:**	$0.00	**Project Total Cost:**	$0.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/9/2024 - A prebid meeting was held on January 3, 2024.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/25/19	11/19/20
Professional Services	100%	07/15/20	06/17/21
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	06/18/21	02/23/22
Plans 60%	100%	02/24/22	10/22/22
Plans 90%	100%	10/23/22	06/20/23
Plans 100%	100%	06/21/23	10/16/23
Bid Process	75%	11/01/23	02/01/24
City Council	0%	02/02/24	03/19/24
Construction	0%	05/14/24	03/29/26
Substantial Completion	0%	03/30/26	05/12/26
Completed	0%	05/13/26	05/14/26



Project Name:	**US HIGHWAY 281 (BETWEEN FM 490 AND SH 186)**		
Current Phase:	DESIGN	**Construction Start:**	10/16/2024
Account Name:	UTILITY PROJECT FUND	**City Amount / Cost:**	$0.00
Professional Services:	Halff Associates	**Change Orders:**	$0.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00
Project Update:	1/9/2024 - TXDOT has sent the City the SUA for signature. City is currently reviewing the SUA prior to signing off.		

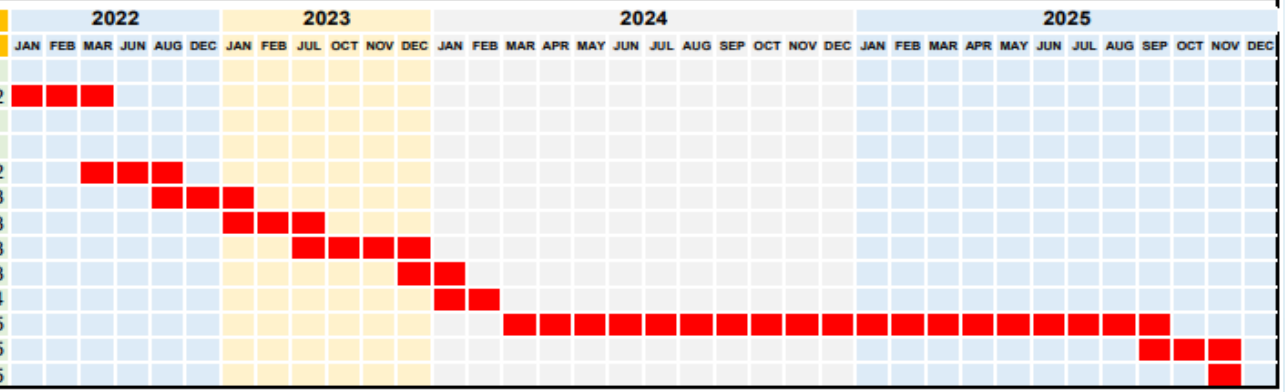
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	04/01/21	06/30/21
Schematic Design	N/A	N/A	N/A
Acquisition	100%	08/02/21	10/01/23
Plans 30%	100%	07/01/21	02/06/22
Plans 60%	100%	02/07/23	07/07/23
Plans 90%	100%	07/08/23	08/07/23
Plans 100%	100%	08/08/23	09/08/23
Bid Process	0%	06/18/24	07/02/24
City Council	0%	07/23/24	08/06/24
Construction	0%	10/16/24	03/04/26
Substantial Completion	0%	03/05/26	04/17/26
Completed	0%	04/18/26	04/19/26



DTWTP High Service Pump Generator / Airport New Lift Station

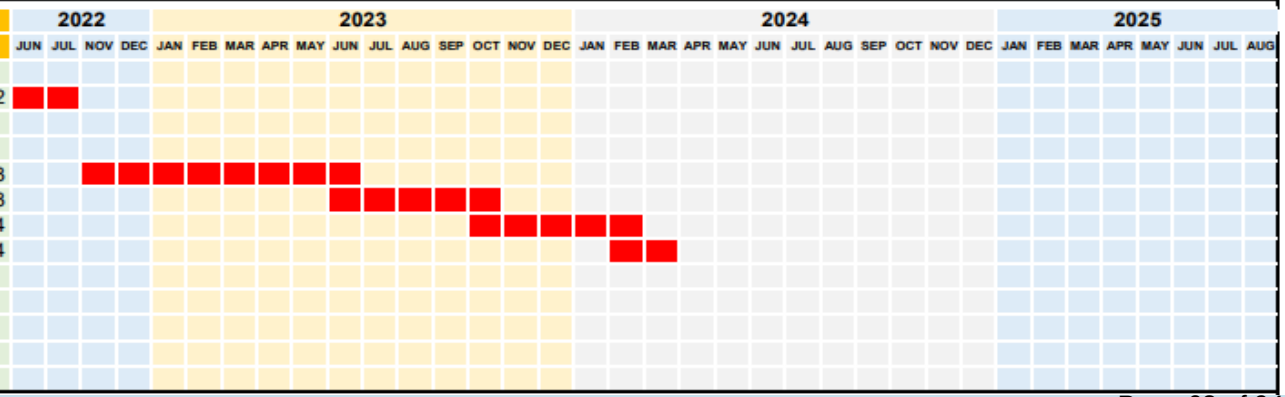
Project Name:	**DTWTP HIGH SERVICE PUMP GENERATOR**				
Current Phase:	DESIGN	**Construction Start:**	3/20/2024	**Estimated Completion:**	11/08/2025
Account Name:	ARPA	**City Amount / Cost:**	$0.00	**Alternate Funding:**	$750,000.00
Professional Services:	Halff Associates, Inc.	**Change Orders:**	$0.00	**Project Total Cost:**	$60,625.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/9/2024 - The project has been let out for bid with a bid opening on January 16, 2024.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	01/25/22	03/10/22
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	03/10/22	08/17/22
Plans 60%	100%	08/18/22	01/25/23
Plans 90%	100%	01/26/23	07/05/23
Plans 100%	100%	07/06/23	12/01/23
Bid Process	75%	12/06/23	01/16/23
City Council	0%	01/17/24	02/20/24
Construction	0%	03/20/24	09/21/25
Substantial Completion	0%	09/22/25	11/06/25
Completed	0%	11/07/25	11/08/25



Project Name:	**AIRPORT NEW LIFT STATION**				
Current Phase:	DESIGN	**Construction Start:**	N/A	**Estimated Completion:**	N/A
Account Name:	ARPA	**City Amount / Cost:**	$0.00	**Alternate Funding:**	$0.00
Professional Services:	Hinojosa Engineering	**Change Orders:**	$0.00	**Project Total Cost:**	$167,500.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	1/9/2024 - The project engineer is working on the design plans.				

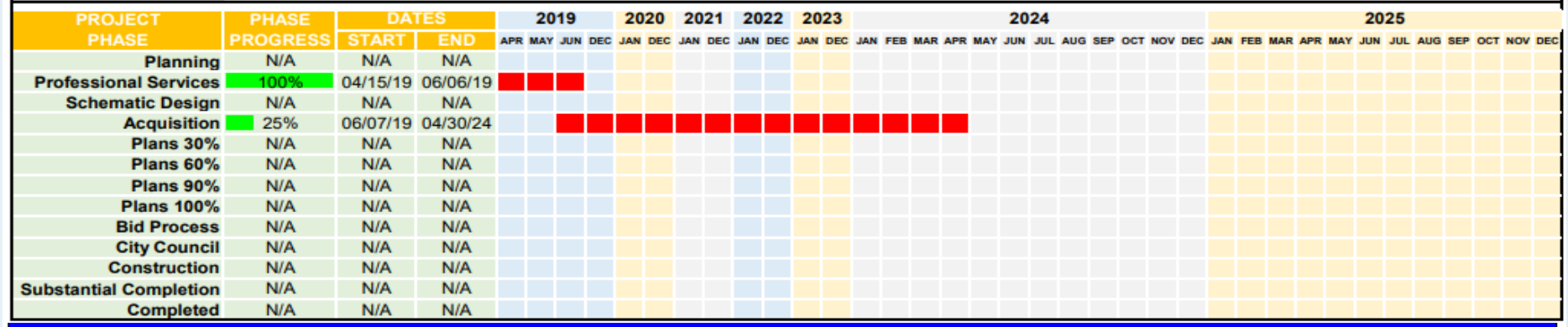
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	06/01/22	07/19/22
Schematic Design	N/A	N/A	N/A
Acquisition	N/A	N/A	N/A
Plans 30%	100%	11/08/22	06/13/23
Plans 60%	100%	06/14/23	10/24/23
Plans 90%	90%	10/25/23	02/05/24
Plans 100%	0%	02/06/24	03/20/24
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	N/A	N/A	N/A
Substantial Completion	N/A	N/A	N/A
Completed	N/A	N/A	N/A



West Owassa Phase I / East Owassa Sewer Improvements

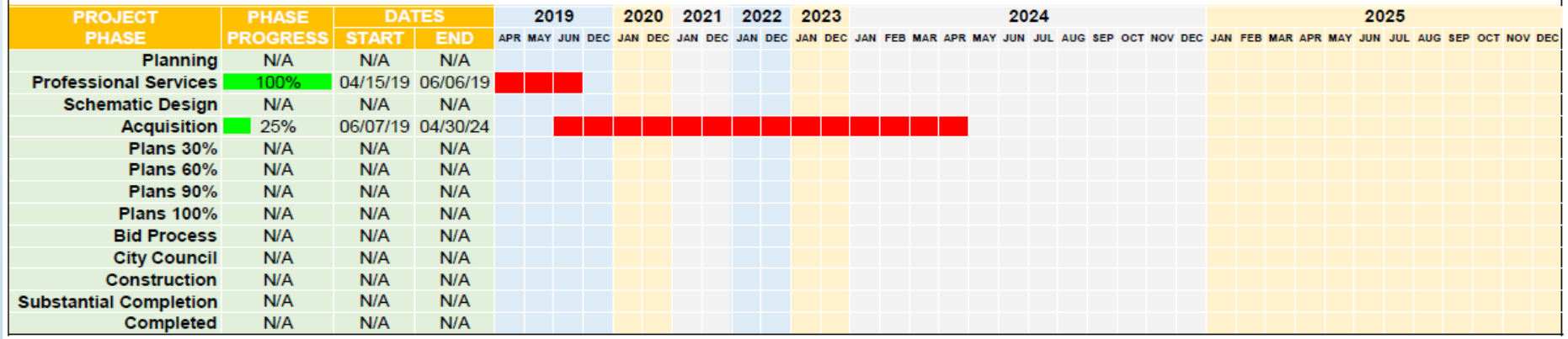
Project Name:	**WEST OWASSA PHASE I**				
Current Phase:	DESIGN	**Construction Start:**	N/A	**Estimated Completion:**	N/A
Account Name:	2021 Revenue Bond	**City Amount / Cost:**	$600,000.00	**Alternate Funding:**	$38,400.00
Professional Services:	Quintanilla, Headley and Associates	**Change Orders:**	$0.00	**Project Total Cost:**	$119,000.00
General Contractor:	TBD	**Paid-to-Date:**	$21,750.00	**Balance:**	$0.00
Project Update:	1/10/2024 - City is currently working on the acquisition of the lift station property.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	04/15/19	06/06/19
Schematic Design	N/A	N/A	N/A
Acquisition	25%	06/07/19	04/30/24
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	N/A	N/A	N/A
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	N/A	N/A	N/A
Substantial Completion	N/A	N/A	N/A
Completed	N/A	N/A	N/A



Project Name:	**EAST OWASSA SEWER IMPROVEMENTS**				
Current Phase:	PLANNING	**Construction Start:**	N/A	**Estimated Completion:**	N/A
Account Name:	O&M	**City Amount / Cost:**	$0.00	**Alternate Funding:**	$30,500.00
Professional Services:	Quintanilla, Headley and Associates	**Change Orders:**	$0.00	**Project Total Cost:**	$0.00
General Contractor:	TBD	**Paid-to-Date:**	$0.00	**Balance:**	$0.00
Project Update:	01/10/2024 - Staff is coordinating with a ROW agent to obtain required easements for this project.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	N/A	N/A	N/A
Professional Services	100%	04/15/19	06/06/19
Schematic Design	N/A	N/A	N/A
Acquisition	25%	06/07/19	04/30/24
Plans 30%	N/A	N/A	N/A
Plans 60%	N/A	N/A	N/A
Plans 90%	N/A	N/A	N/A
Plans 100%	N/A	N/A	N/A
Bid Process	N/A	N/A	N/A
City Council	N/A	N/A	N/A
Construction	N/A	N/A	N/A
Substantial Completion	N/A	N/A	N/A
Completed	N/A	N/A	N/A



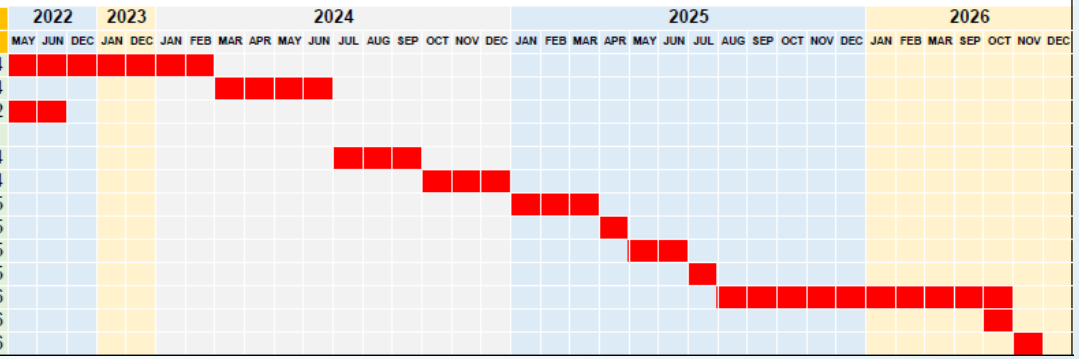
Projects Under Pending Grant Applications

Engineering

Faysville Drainage / Iowa Estates Drainage

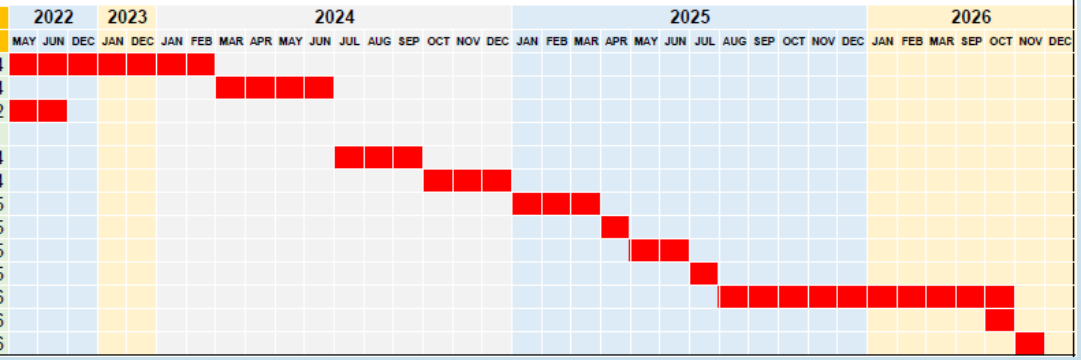
Project Name:	**FAYSVILLE SUBDIVISION DRAINAGE IMPROVEMENTS**				
Current Phase:	PLANNING	Construction Start:	8/1/2025	Estimated Completion:	11/29/2026
Account Name:	TDEM Grant Application	City Amount / Cost:	$441,256.00	Alternate Funding:	$4,412,560.00
Professional Services:	City Staff	Change Orders:	$0.00	Project Total Cost:	$441,256.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	10/25/23- Staff is awaiting grant result notification from Texas Division of Emergency Management (TDEM)				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	90%	05/01/22	02/02/24
Professional Services	0%	03/01/24	06/29/24
Schematic Design	100%	05/01/22	06/20/22
Acquisition	N/A	N/A	N/A
Plans 30%	0%	07/01/24	09/29/24
Plans 60%	0%	10/01/24	12/29/24
Plans 90%	0%	01/01/25	03/29/25
Plans 100%	0%	04/01/25	04/29/25
Bid Process	0%	05/01/25	06/29/25
City Council	0%	07/01/25	07/29/25
Construction	0%	08/01/25	10/01/26
Substantial Completion	0%	10/02/26	10/29/26
Completed	0%	11/01/26	11/29/26



Project Name:	**IOWA ESTATES DRAINAGE IMPROVEMENTS**		
Current Phase:	PLANNING	Construction Start:	8/1/2025	Estimated Completion:	11/29/2026
Account Name:	TDEM grant application	City Amount / Cost:	$368,009.30	Alternate Funding:	$3,680,093.00
Professional Services:	City Staff	Change Orders:	$0.00	Project Total Cost:	$368,009.30
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	10/25/23- Staff is awaiting grant result notification from Texas Division of Emergency Management (TDEM).				

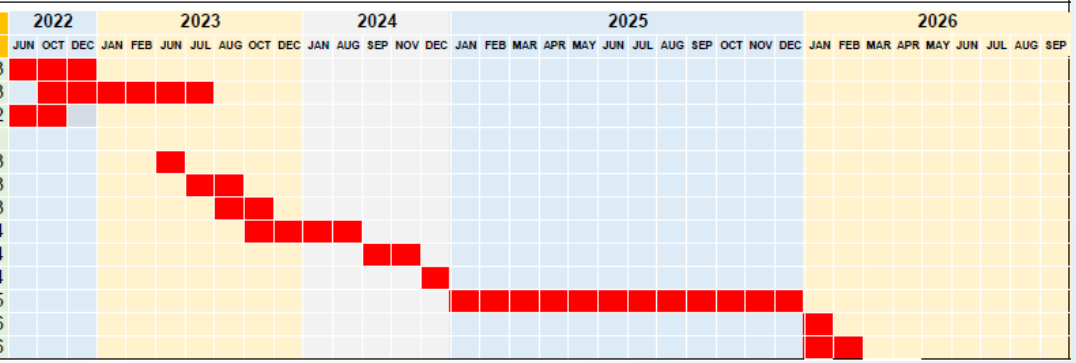
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	90%	05/01/22	02/02/24
Professional Services	0%	03/01/24	06/29/24
Schematic Design	100%	05/01/22	06/20/22
Acquisition	N/A	N/A	N/A
Plans 30%	0%	07/01/24	09/29/24
Plans 60%	0%	10/01/24	12/29/24
Plans 90%	0%	01/01/25	03/29/25
Plans 100%	0%	04/01/25	04/29/25
Bid Process	0%	05/01/25	06/29/25
City Council	0%	07/01/25	07/29/25
Construction	0%	08/01/25	10/01/26
Substantial Completion	0%	10/02/26	10/29/26
Completed	0%	11/01/26	11/29/26



Ebony Hills Detention Pond Drainage / Chapin Pond Pump Station Drainage

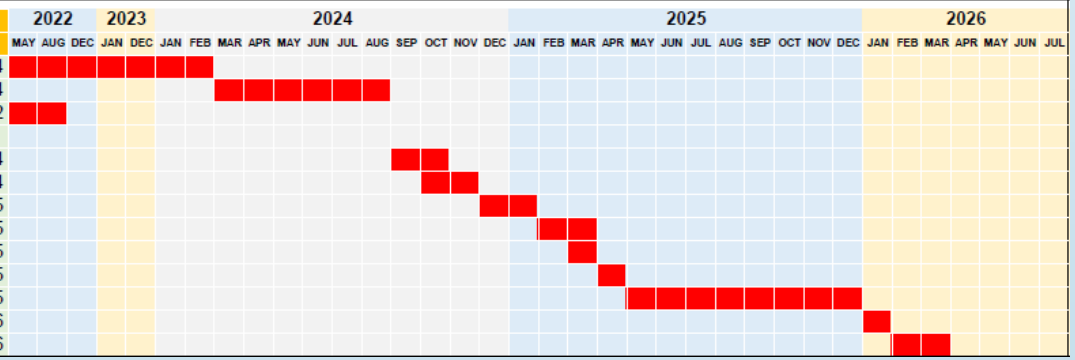
Project Name:	**EBONY HILLS DETENTION POND**				
Current Phase:	DESIGN	Construction Start:	1/6/2025	Estimated Completion:	02/04/2026
Account Name:	2021 Bond Series	City Amount / Cost:	$932,658.74	Alternate Funding:	$0.00
Professional Services:	City Staff / Melden & Hunt	Change Orders:	$0.00	Project Total Cost:	$67,333.93
General Contractor:	TBD	Paid-to-Date:	$67,333.93	Balance:	$865,324.81
Project Update:	1/10/24 - City Staff submitted grant application on 1/8/24.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	06/01/22	11/01/23
Professional Services	100%	10/20/22	06/01/23
Schematic Design	100%	06/01/22	10/29/22
Acquisition	N/A	N/A	N/A
Plans 30%	100%	06/02/23	06/29/23
Plans 60%	100%	07/01/23	08/14/23
Plans 90%	100%	08/15/23	10/20/23
Plans 100%	70%	10/21/23	08/31/24
Bid Process	0%	09/01/24	11/30/24
City Council	0%	12/03/24	12/23/24
Construction	0%	01/06/25	12/31/25
Substantial Completion	0%	01/01/26	01/01/26
Completed	0%	01/04/26	02/04/26



Project Name:	**CHAPIN POND PUMP STATION**		
Current Phase:	PLANNING	Construction Start:	5/1/2025
Account Name:	Grant application	City Amount / Cost:	$310,000.00
Professional Services:	City Staff	Change Orders:	$0.00
General Contractor:	TBD	Paid-to-Date:	$0.00
Project Update:	1/10/24 - Project kick-off meeting with GLO will occur on January 11th.		

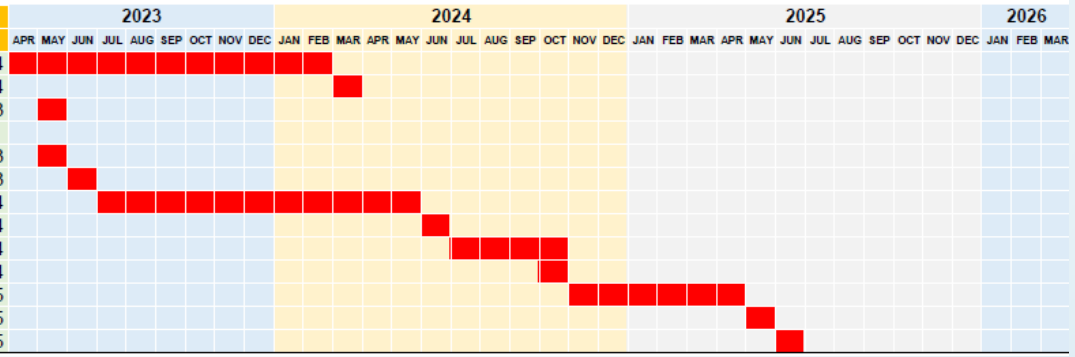
PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	05/01/22	02/28/24
Professional Services	0%	03/01/24	08/29/24
Schematic Design	100%	05/01/22	08/22/22
Acquisition	N/A	N/A	N/A
Plans 30%	0%	09/01/24	10/14/24
Plans 60%	0%	10/15/24	11/29/24
Plans 90%	0%	12/01/24	01/15/25
Plans 100%	0%	02/01/25	03/01/25
Bid Process	0%	03/02/25	03/29/25
City Council	0%	04/01/25	04/29/25
Construction	0%	05/01/25	12/29/25
Substantial Completion	0%	01/01/26	01/29/26
Completed	0%	02/01/26	03/01/26



Cano Street & Veterans Trail / Freddy Gonzalez & Closner Blvd. Trail

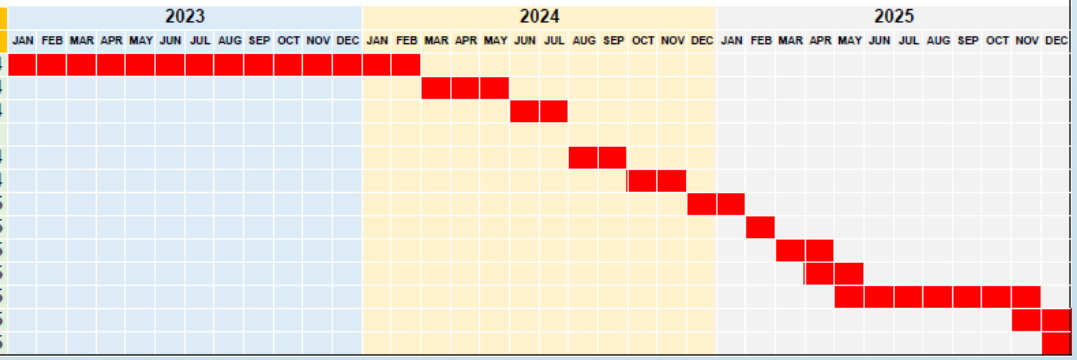
Project Name:	**CANO ST & VETERANS BLVD TRAIL IMPROVEMENTS**				
Current Phase:	PLANNING	Construction Start:	11/1/2024	Estimated Completion:	06/30/2025
Account Name:	RGVMPO TASA grant application	City Amount / Cost:	$0.00	Alternate Funding:	$886,025.12
Professional Services:	TBD	Change Orders:	$0.00	Project Total Cost:	$0.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	12/8/23 - Staff is waiting to get a kickoff meeting from TxDOT and RGVMPO, expected to be received in March 2024.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	100%	04/26/23	02/29/24
Professional Services	0%	03/01/24	03/30/24
Schematic Design	100%	05/01/23	05/31/23
Acquisition	N/A	N/A	N/A
Plans 30%	100%	05/01/23	05/31/23
Plans 60%	100%	06/01/23	06/30/23
Plans 90%	40%	07/01/23	05/31/24
Plans 100%	0%	06/01/24	06/30/24
Bid Process	0%	07/01/24	10/01/24
City Council	0%	10/02/24	10/31/24
Construction	0%	11/01/24	04/30/25
Substantial Completion	0%	05/01/25	05/30/25
Completed	0%	06/01/25	06/30/25



Project Name:	**FREDDY GONZALEZ DR & CLOSNER BLVD INTERSECTION IMPROVEMENTS**				
Current Phase:	PLANNING	Construction Start:	5/17/2025	Estimated Completion:	12/31/2025
Account Name:	TxDOT TASA Grant Application	City Amount / Cost:	$0.00	Alternate Funding:	$0.00
Professional Services:	TBD	Change Orders:	$0.00	Project Total Cost:	$478,000.00
General Contractor:	TBD	Paid-to-Date:	$0.00	Balance:	$0.00
Project Update:	12/21/23 - Staff attended the TxDOT 2023 TA Project Awards - General Project Initiation and Development Workshop. TxDOT has scheduled the virtual kickoff meeting for 1/10/24.				

PROJECT PHASE	PHASE PROGRESS	DATES START	DATES END
Planning	90%	01/02/23	02/28/24
Professional Services	0%	03/01/24	05/31/24
Schematic Design	0%	06/01/24	07/31/24
Acquisition	N/A	N/A	N/A
Plans 30%	0%	08/01/24	09/30/24
Plans 60%	0%	10/01/24	11/30/24
Plans 90%	0%	12/01/24	01/31/25
Plans 100%	0%	02/01/25	02/28/25
Bid Process	0%	03/01/25	04/15/25
City Council	0%	04/16/25	05/16/25
Construction	0%	05/17/25	11/17/25
Substantial Completion	0%	11/18/25	12/18/25
Completed	0%	12/19/25	12/31/25



Utilities Project Grant Applications

Awarded

- TDEM Grant for West Water Treatment Plant Generator
- SMART Water Meter Grant

Streets
(Intersection Improvements)

Intersection	Cost
Wisconsin & McColl	$ 89,523
Wisconsin & Jackson	$ 357,902
McColl & Sprague	$ 219,870
Closner & Rogers	$ 137,355
University & Doolittle	$ 52,403
Veterans & Freddy Gonzalez	$ 303,711
Business Highway 281 & Wisconsin	$ 324,764
Sugar & Wisconsin	$ 309,764
McColl & Schunior	$ 276,154
McColl & Sprague	$ 258,424
Raul Longoria & Wisconsin	$ 268,374
Raul Longoria & Canton	$ 283,007
Raul Longoria & Sprague	$ 200,969
Raul Longoria & Trenton	$ 299,556
Richardson & Doolittle	$ 290,922
Monte Cristo & Doolittle	$ 453,209

In-House Street Improvements

Mill and Full Width Overlay

Repave	Stage
Hickory	Construction
Fay	Pending
Woodstone Dr.	Pending
CypressDr.	Pending
Citrus Ln.	Pending
Monte Cristo Heights	Pending
Canal St.	Pending
22nd St.	Pending
Ingle	Pending
21st St.	Pending
Angela Ave.	Pending
Debbie Dr.	Pending
Liz Rios Dr.	Pending

Repave	Stage
Francis Dr.	Pending
Arthur Ave.	Pending
Keri Dr.	Pending
Betty Blvd.	Pending
Carla Mari Way	Pending
Diana Dr.	Pending
Bunker Ave.	Pending
E Golf Ball Dr.	Pending
Sevilla Blvd.	Pending
Granada St.	Pending
Granada Cir.	Pending
Veronica St.	Pending
N. Christopher Ln.	Pending

In-House Street Improvements

Mill and Full Width Overlay cont.

Repave	Stage
E. Pauline	Pending
Chapin St.	Pending
Victoria Heights	Pending
N. Pablo St.	Pending
N. Juan St.	Pending
Cantu St.	Pending
Belinda St.	Pending
Isabella St.	Pending
Aquilar St.	Pending
Railroad Dr.	Pending
Araian Ct.	Pending
W. Caleb Ct.	Pending
Claudia Ct.	Pending

Repave	Stage
Lucy St.	Pending
Ayssa Ct.	Pending
Myra Ct.	Pending
Nohemi Ct.	Pending
Cantera Ridge St.	Pending
Gabbie Ln.	Pending
Sandie Ln.	Pending
Robbie Ln.	Pending
Minnie Ln.	Pending
Nikkie Ln.	Pending
Pauline Ln.	Pending
Chelsea Ln.	Pending
Lee Circle	Pending
Green Briar	Pending

In-House Street Improvements

Preservation (Seal Coat)

Preservation	Stage
Veterans Blvd.	Pending
Fountain Plaza Blvd.	Pending
22nd St.	Pending
Tagle St.	Pending
Denver St.	Pending
Salinas St.	Pending
Chicago St.	Pending
Boston St.	Pending
Atlanta St.	Pending
Elizabeth St.	Pending

Preservation	Stage
E. Efrain St.	Pending
E.Yvonne	Pending
N. Yvette St.	Pending
Barbara Ln.	Pending
E. Francis Ln.	Pending
N. Shelly Ave.	Pending
Lancelot Ln.	Pending
W. Dutchess St.	Pending
Princess St.	Pending
Empress St.	Pending

Street Improvement Schedule

PUBLIC WORKS DEPARTMENT PAVING STREET PROJECTS — 1/11/2024

Project Name	Account Name	Construction Start	Estimated Completion	Total Budget	Construction Cost	Paid-to-Date	Balance
FY23-24 STREETS IMPROVEMENTS	ARPA 2	10/30/2023	10/25/2024	$2,600,000.00	$2,298,969.00	$97,565.22	$2,201,403.78

Project Update:

1/5/24 - Hickory is still at a 20% Milling has been completed. However there will be a delay on the paving due to some concrete work that needs to be done.

STREET NAME	STREET PROGRESS	START	END
W SPRAGUE ST	100%	10/30/2023	12/8/2023
HICKORY ST	20%	1/8/2024	1/19/2024
W FAY ST	0%	1/22/2024	1/26/2024
WOODSTONE DR	0%	1/29/2024	2/23/2024
CYPRESS DR	0%	1/29/2024	2/23/2024
CITRUS LN	0%	1/29/2024	2/23/2024
MONTE CRISTO HEIGHTS RD	0%	2/26/2024	3/1/2024
W CANAL ST	0%	3/4/2024	3/8/2024
S 22ND AVE	0%	3/11/2024	3/15/2024
W INGLE RD	0%	3/18/2024	3/29/2024
S 21ST AVE	0%	4/1/2024	4/5/2024
ANGELA AVE	0%	4/8/2024	5/17/2024
DEBBIE DR	0%	4/8/2024	5/17/2024
LIZ RIOS DR	0%	4/8/2024	5/17/2024
FRANCIS DR	0%	4/8/2024	5/17/2024
ARTHUR AVE	0%	4/8/2024	5/17/2024
KERI DR	0%	4/8/2024	5/17/2024
BETTY BLVD	0%	4/8/2024	5/17/2024
CARLA MARIE WAY	0%	4/8/2024	5/17/2024
DIANA DR	0%	4/8/2024	5/17/2024
BUNKER AVE	0%	4/8/2024	5/17/2024
GOLF BALL DR	0%	4/8/2024	5/17/2024
SEVILLA BLVD	0%	5/20/2024	5/24/2024
GRANADA ST	0%	5/27/2024	6/7/2024
GRANADA CIR	0%	5/27/2024	6/7/2024
VERONICA LN	0%	6/10/2024	6/14/2024
CHRISTOPHER LN	0%	6/10/2024	6/14/2024
PAULINE LN (HOLLY HEIGHTS)	0%	6/10/2024	6/14/2024
CHAPIN RD	0%	6/17/2024	6/21/2024
KNIGHT AVE	0%	6/24/2024	6/28/2024
PABLO ST	0%	7/1/2024	7/5/2024
JUAN ST	0%	7/8/2024	7/12/2024
CANTU ST	0%	7/15/2024	7/19/2024
BELINDA ST	0%	7/22/2024	7/26/2024
ISABELLA ST	0%	7/29/2024	8/2/2024
AGUILAR ST	0%	8/5/2024	8/9/2024
RAILROAD DR	0%	8/12/2024	8/16/2024
ARAIAN CT	0%	8/19/2024	8/23/2024
CALEB CT	0%	8/19/2024	8/23/2024
CLAUDIA ST	0%	8/19/2024	8/23/2024
LUCY ST	0%	8/19/2024	8/23/2024
AYSSA CT	0%	8/26/2024	8/30/2024
MYRA CT	0%	8/26/2024	8/30/2024
NOHEMI CT	0%	8/26/2024	8/30/2024
CANTERA RIDGE ST	0%	9/2/2024	9/6/2024
GABBIE LN	0%	9/2/2024	9/6/2024
SANDIE LN	0%	9/2/2024	9/6/2024
ROBBIE LN	0%	9/9/2024	9/13/2024
MINNIE LN	0%	9/9/2024	9/13/2024
NIKKI LN	0%	9/16/2024	9/27/2024
PAULINE LN (CANTERA RIDGE)	0%	9/16/2024	9/27/2024
CHELSEA LN	0%	9/30/2024	10/4/2024
LEE CIR	0%	10/7/2024	10/11/2024
GREENBRIAR DR	0%	10/14/2024	10/25/2024

Questions?

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.A.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District, Being 3.0 Acres Out of Lot 48, Santa Cruz Ranch Subdivision, Located at 4601 North I-69C, as Requested by YAY Holdings LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the west side of North I-69C (Expressway 281) approximately 620 feet south of Ron Case Drive. The property has 378.29 feet of frontage along North I-69 C and a depth of 193.32 feet for a total of 3 acres. The project consists of a recycling center and this portion of the property is to allow for the front portion along I-69C to be for commercial purposes. Future Land Use for this area is Industrial Uses.

The property is currently zoned Residential Suburban (RS) District. The surrounding zoning is Commercial General (CG) District to the north, Residential Suburban (RS) District to the south and west, I-69C frontage is located to the east. Adjacent land uses consist of Commercial uses and vacant land.

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, December 1, 2023 received no comments in favor and 1 comment against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District based on the surrounding areas along I-69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 1/12/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Attachments: YAY Holdings RS to CG 3.00 acres
B. Ordinance: YAY Holdings RS to CG

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/12/2023
CITY COUNCIL – 1/16/2024
DATE PREPARED – 11/28/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District

APPLICANT: YAY Holdings LLC.

AGENT: Melden & Hunt

LEGAL: Being 3.0 acres out of Lot 48, Santa Cruz Ranch Subdivision

LOCATION: Located at 4601 North I-69C

LOT/TRACT SIZE: 3.0 acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential Suburban (RS) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Residential Suburban (RS) District
East – North I-69C
West – Residential Suburban (RS) District

LAND USE PLAN: Industrial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District

REZONING REQUEST
YAY HOLDINGS

EVALUATION

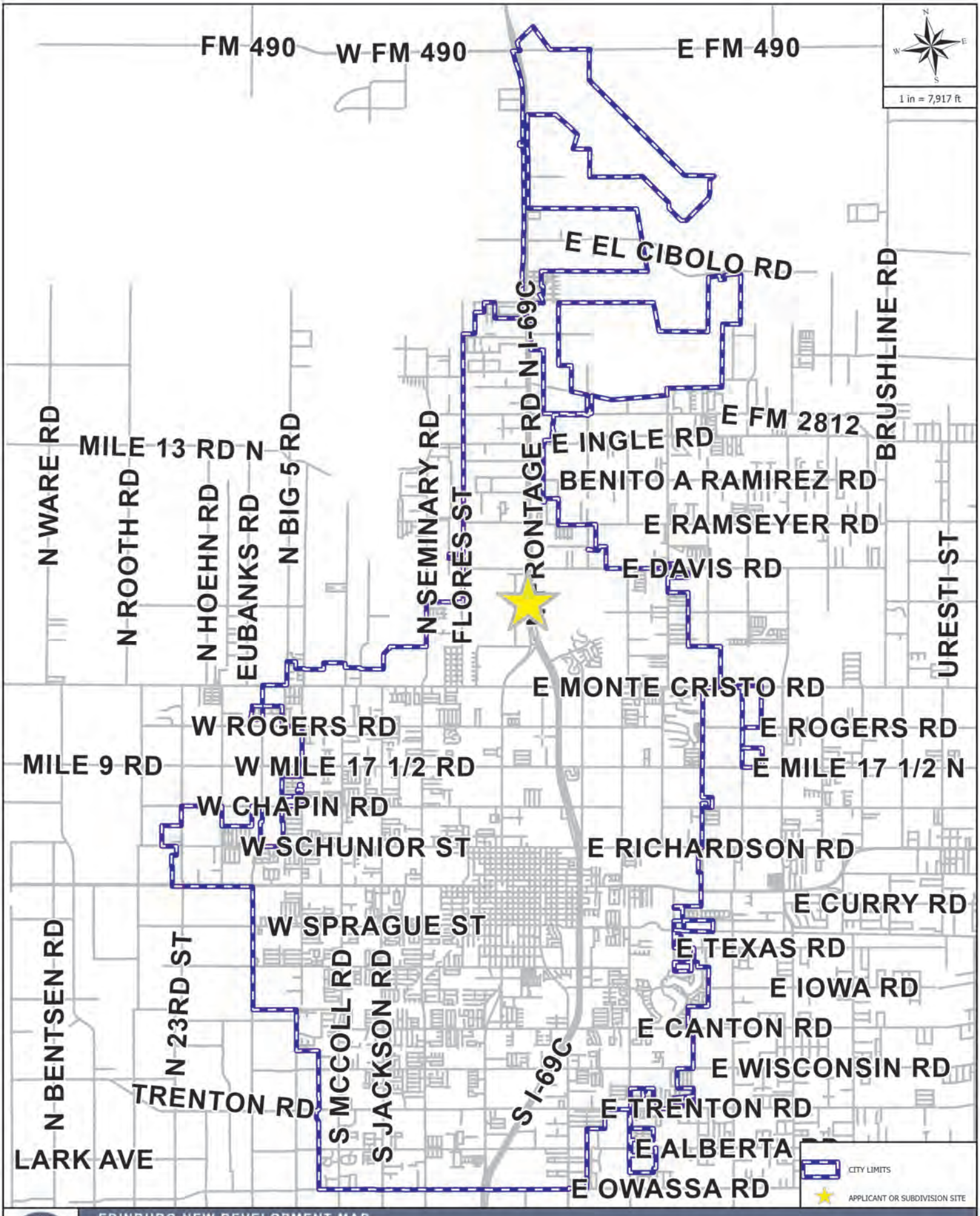
The following is staff's evaluation of the request:

1. The proposed development would not change the character of the surrounding areas.
2. The subject property is along North I-69C which leads to more commercial uses.
3. Adjacent land uses consist of Commercial uses and vacant land.

Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Commercial, General (CG) District based on the surrounding areas along I-69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building / fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 8 neighboring property owners on Friday, December 1, 2023 received no comments in favor and 1 comment against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

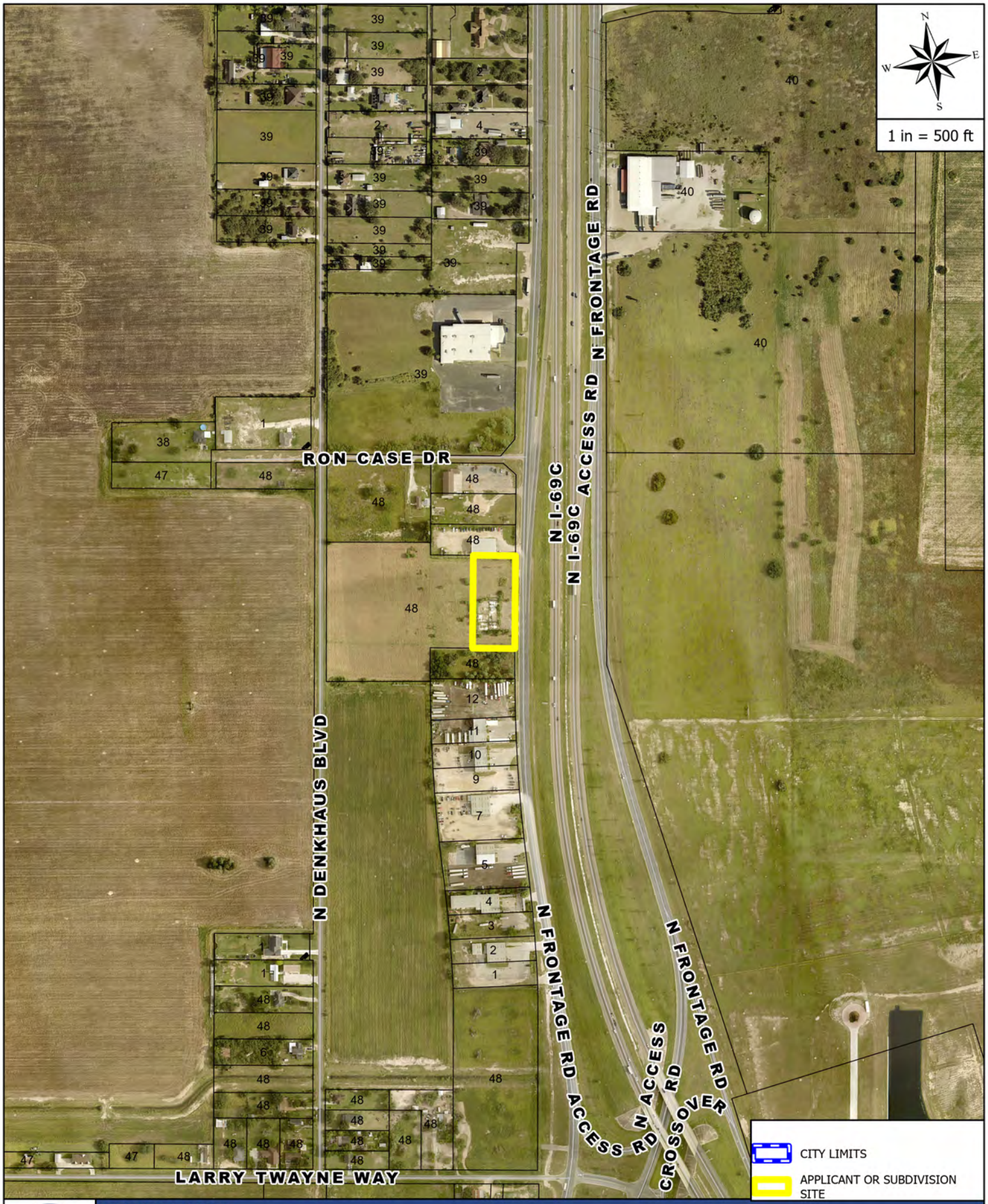
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

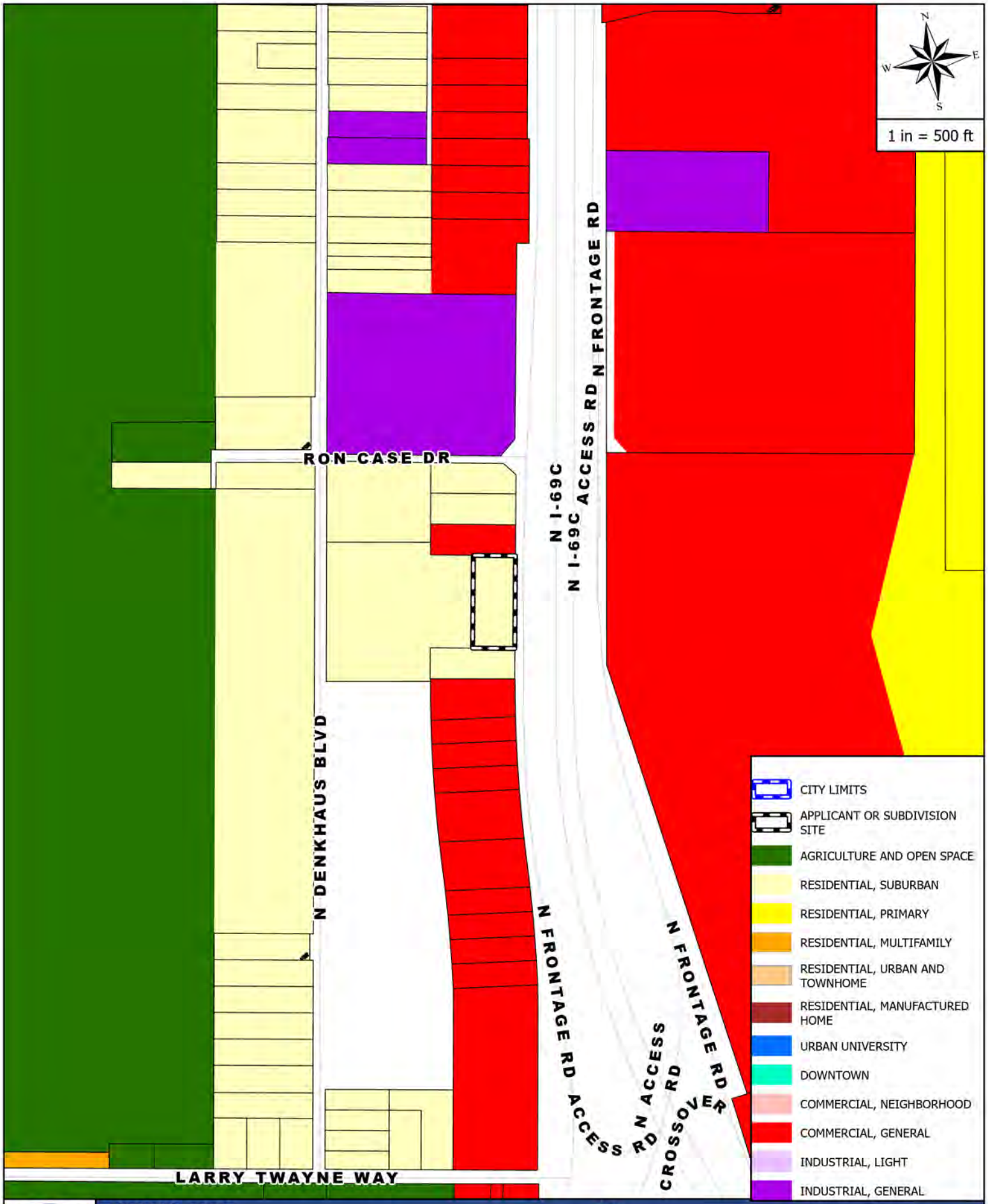
RZNE-2023-0168 YAY HOLDINGS LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

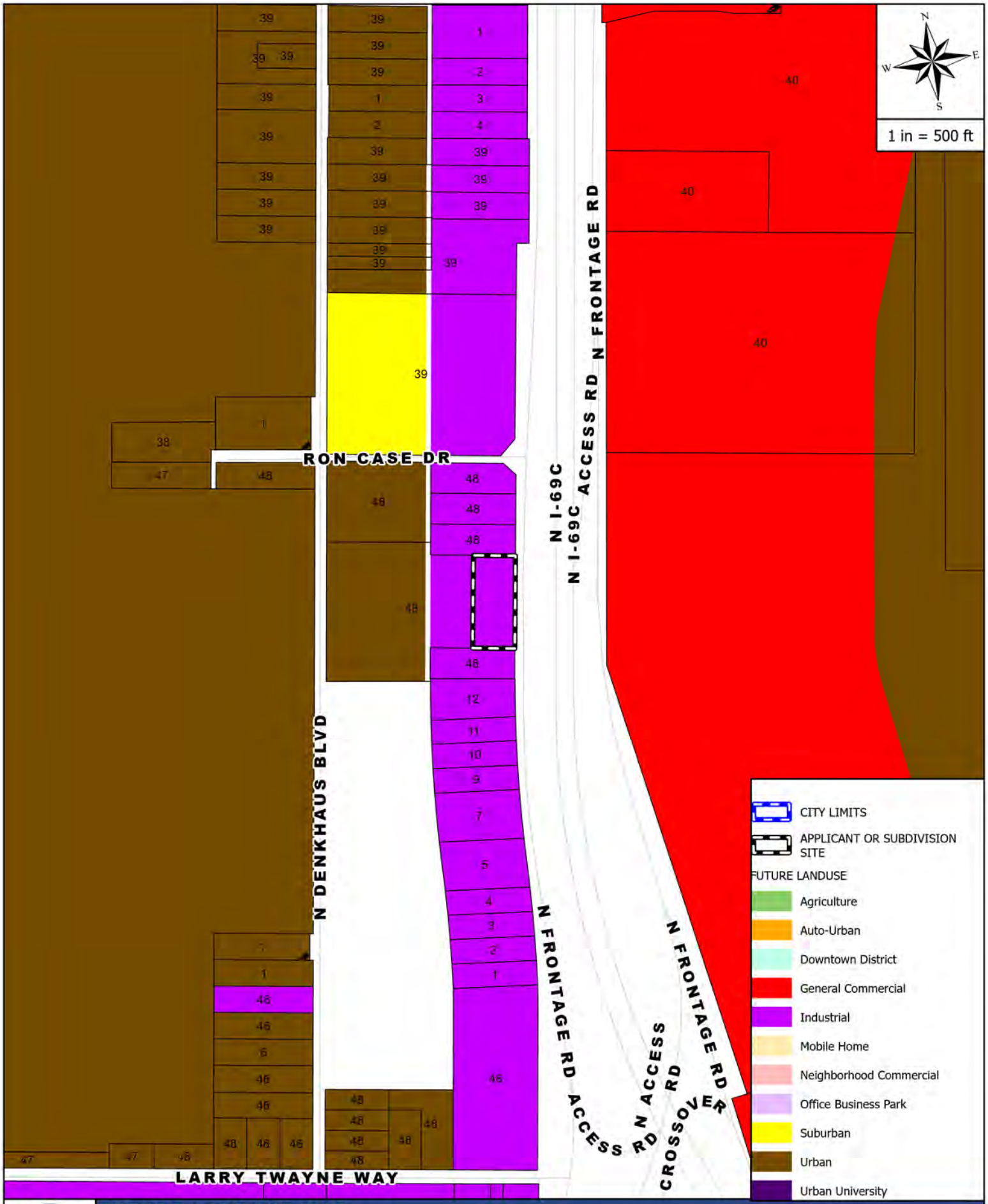
RZNE-2023-0168 YAY HOLDINGS LLC



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

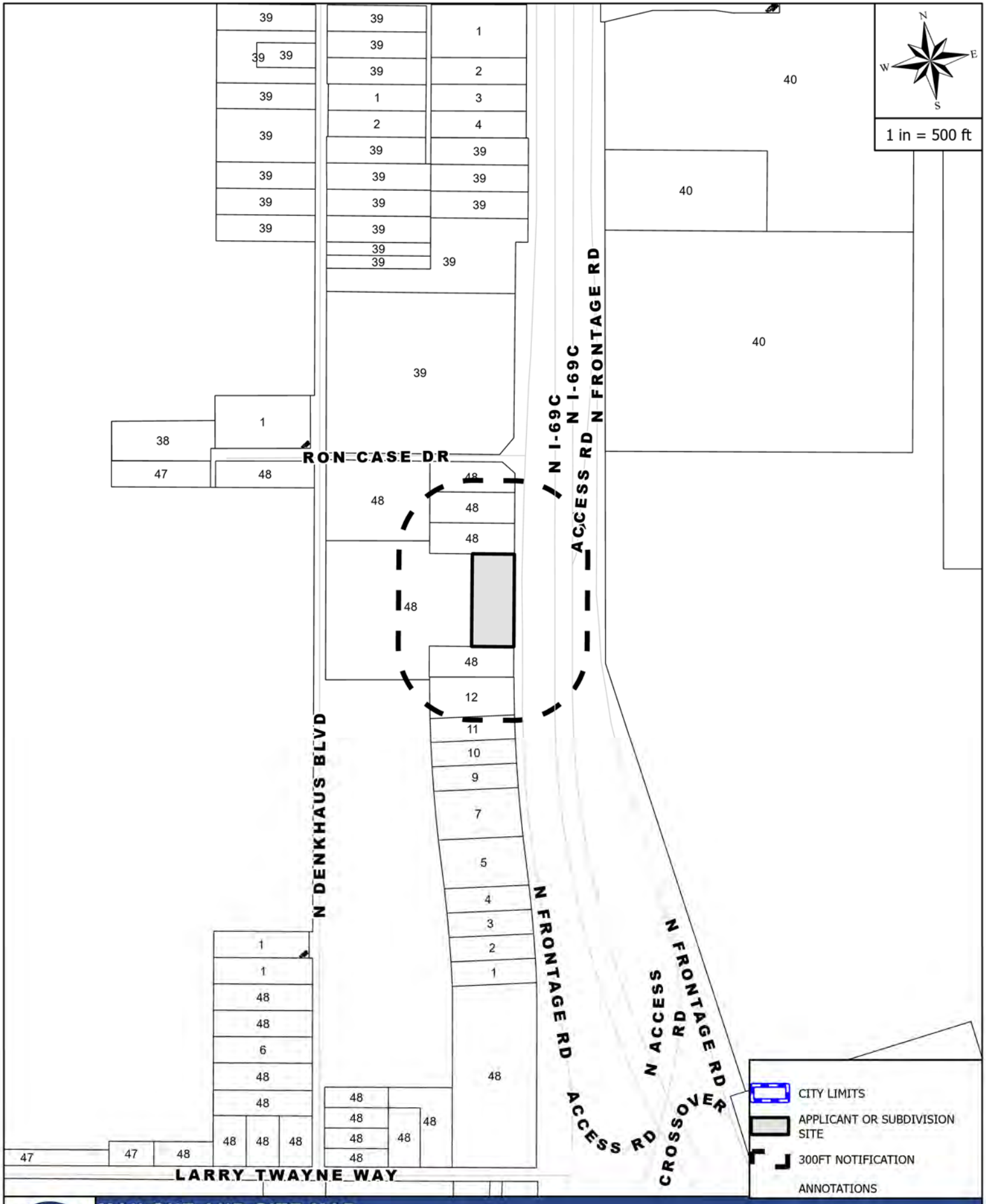
RZNE-2023-0168 YAY HOLDINGS LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0168 YAY HOLDINGS LLC



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0168 YAY HOLDINGS LLC

Rezoning Request Site Photo

YAY Holdings LLC RS-CG

4601 North I69C

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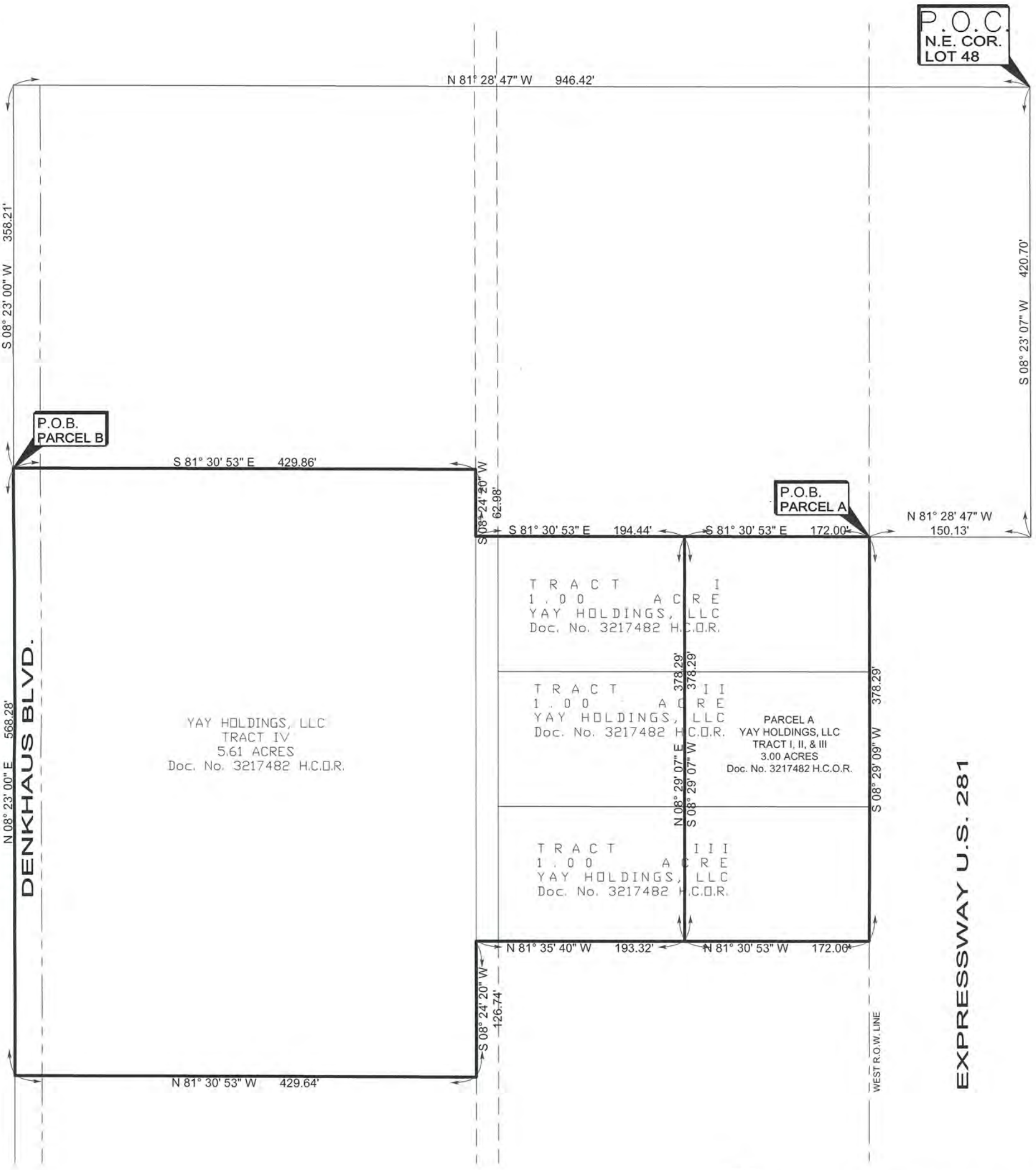
By



NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

PLAT SHOWING
PARCEL A
3.00 ACRES OUT OF LOT 48
SANTA CRUZ RANCH SUBDIVISION
VOL. 2, PG. 161 H.C.D.R.
HIDALGO COUNTY, TEXAS

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE 11-13-2023 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
RUBEN JAMES DE JESUS
6813
PROFESSIONAL
LAND SURVEYOR

11-13-2023

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-, PG.
DATE:
JOB No.
FILE NAME:
DRAWN BY:

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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November 13, 2023

"PARCEL A"

METES AND BOUNDS DESCRIPTION
3.00 ACRES
OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION
CITY OF EDINBURG
COUNTY OF HIDALGO, TEXAS

A tract of land containing 3.00 acres situated in the City of Edinburg, County of Hidalgo Texas, being out of Lot 48, SANTA CRUZ RANCH SUBDIVISION according to the plat thereof recorded in Volume 2, Page 161, Hidalgo County Deed Records, which said 3.00 acres out of a certain tract, known as the certain tracts described as Tract I, Tract II, and Tract III, conveyed to YAY HOLDINGS LLC., by virtue of a General Warranty Deed recorded under Document Number 3217482, Hidalgo County Official Records, said 3.00 acre also being more particularly described as follows:

COMMENCING, at the Northeast Corner of Lot 48, Santa Cruz Ranch Subdivision;

THENCE, S 08° 29' 07" W, a distance of 420.70 feet;

THENCE, N 81° 28' 47" W a distance of 150.13 feet on the West right-of-way line of Expressway U.S. 281, for the Northeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 08° 29' 07" W, along the West right-of-way line of Expressway U.S. 281, a distance of 378.29 feet to the Southeast corner of this tract;

2. THENCE, N 81° 30' 53" W, a distance of 172.00 feet to the Southwest corner of this tract;

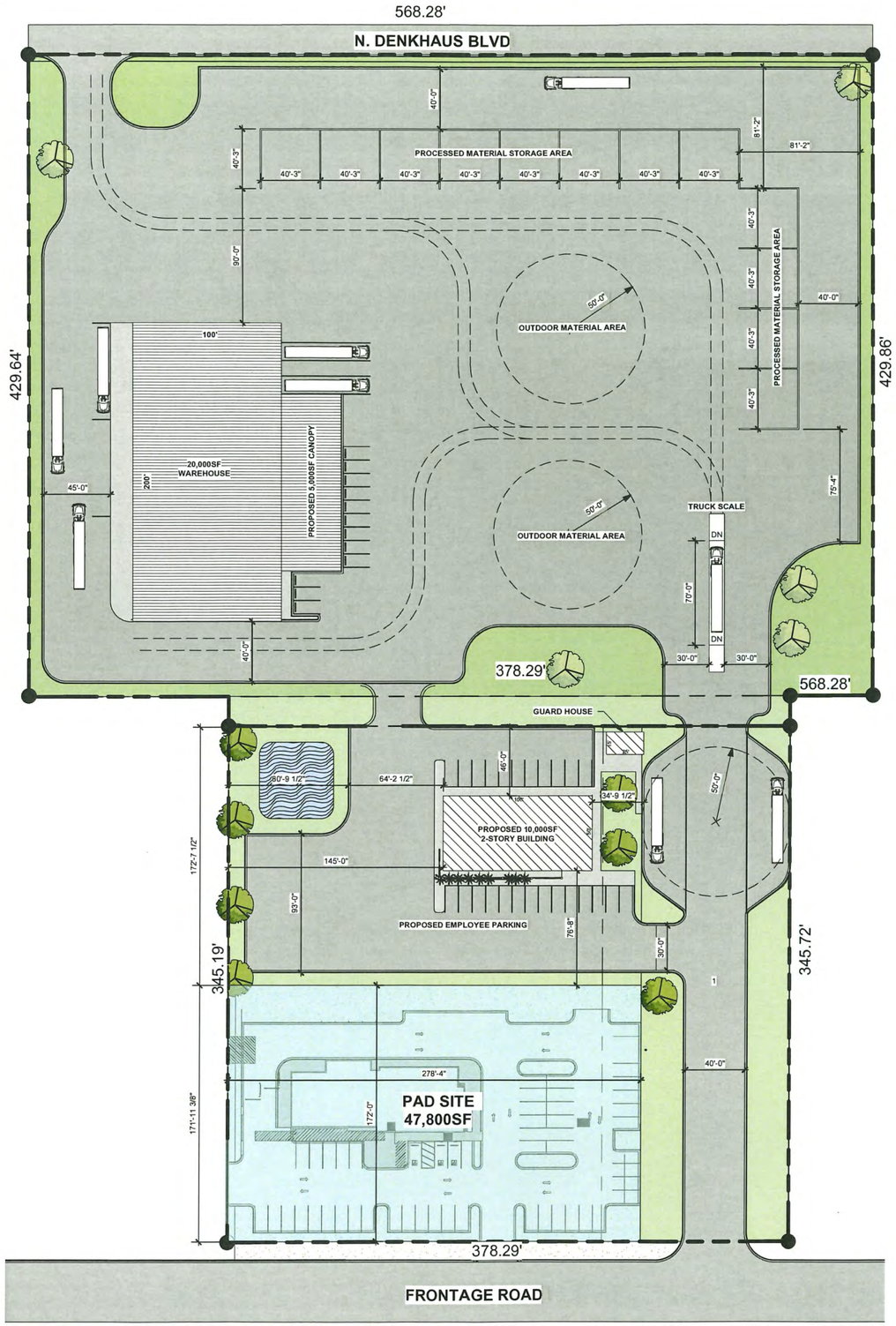
3. THENCE, N 08° 29' 07" E, a distance of 378.29 feet to the Northwest corner of this tract;

4. THENCE, S 81° 30' 53" E a distance of 172.00 feet to the West right-of-way of Expressway U.S. 281, to the POINT OF BEGINNING and containing 3.00 acres of land, more or less.

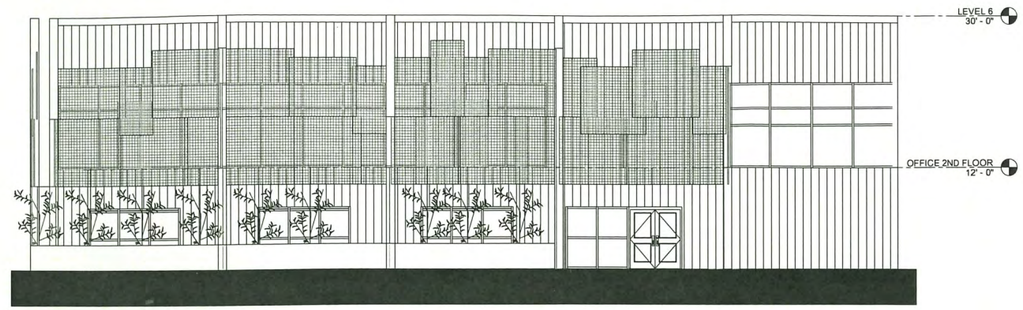
I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON 11/13/2023 UNDER MY DIRECTION AND SUPERVISION.

11.13.2023

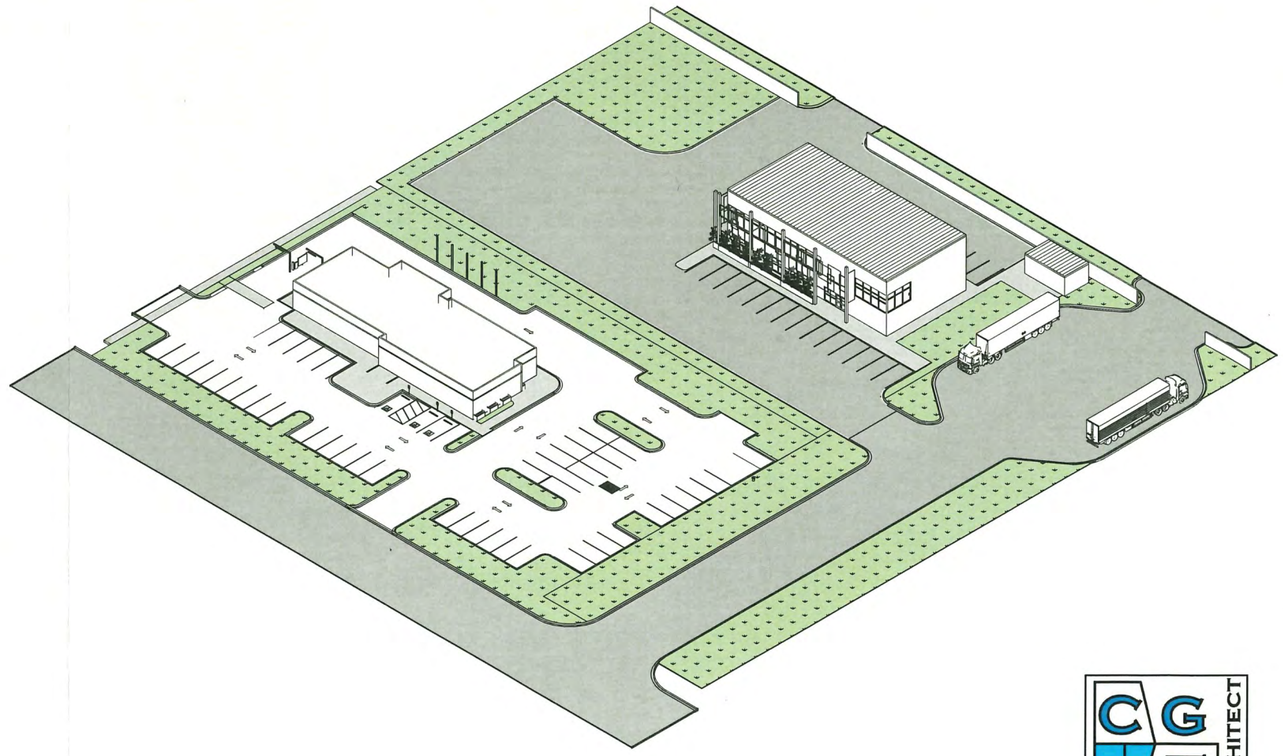
RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE:



1 A3.0 SITE PLAN 1" = 40'-0"



3 A2.1 OFFICE FRONT 1/8" = 1'-0"



FOR REVIEW

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By

EDINBURG METAL RECYCLING

CG5 ARCHITECT
TEXAS ARCHITECT
FIRM No: BR4247
WWW.CG5ARCHITECT.COM

SK1

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0168

Date: 11-13-23

1. Property Owner (required): **Yay Holdings LLC** 2. Phone: C/O (956) 381-0981
3. Mailing Address: **400 W Expressway 83**
4. City: **San Juan** State: **Texas** Zip: **78589**
5. Owner's Email: **ritzpatel28@gmail.com** 6. Cell No. **(956) 500-1087**
7. Agent (not owner): **Melden & Hunt, Inc.** 8. Agent's Phone: **(956) 381-0981**
9. Agent's Mailing Address: **115 W. McIntyre Street**
10. City: **Edinburg** State: **Texas** Zip: **78541**
11. Agent's Email: **ruben@meldenandhunt.com**
12. Address/Location being Rezoned: **N/A**
13. Legal Description of Property: 14. Property ID(s): **277539**
15. Zone Change: From: **RS - Residential, Suburban** To: **CG - Commercial, General**
16. Existing Land Use: **vacant property**
17. Reason for Zone Change: **For City of Edinburg Recycling Plant purposes**

RECEIVED
NOV 13 2023
By

Ruben James De Jesus
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY Maisa Lluna DATE RECEIVED 11/13/23

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

ZONING CASE
OWNER NOTIFICATION LIST

PID: 277533
RODRIGUEZ MARIA M
4220 RODRIGUEZ BLVD
EDINBURG, TX 78541-6810

PID: 277535
RODRIGUEZ MA MAGDALENA
4220 RODRIGUEZ BLVD
EDINBURG, TX 78541-6810

PID: 277537
DAVIS ERIC & JUANITA CO TRUSTEES
CINCO FAMILY RVCBL LIVING TRUST
10313 N WARE RD
MCALLEN, TX 78504-8828

PID: 277539
YAY HOLDINGS LLC
400 W EXPRESSWAY 83
SAN JUAN, TX 78589-3637

PID: 543179
RAMIREZ ROLANDO J
PO BOX 1578
EDINBURG, TX 78540-1578

PID: 543178
RAMIREZ ROLANDO J
PO BOX 1578
EDINBURG, TX 78540-1578

PID: 277544
GORENA RICARDO J
1217 S PEKING ST
MCALLEN, TX 78501-1157

PID: 277534
MENDOZA LUIGE
2017 ROMAN ST
MISSION, TX 78573-8203

THE CITY OF
Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, December 12, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL SUBURBAN (RS) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 3.0 ACRES OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION, LOCATED AT 4601 NORTH I-69C, AS REQUESTED BY YAY HOLDINGS LLC

This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses.

This request is scheduled to be heard by the **City Council on Tuesday, January 16, 2024 at 5:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore, please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, December 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, December 11, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☒ Against/En Contra ☐ No Comments/No Comentario

Comments: I DON'T SEE HOW THIS HELPS ME!

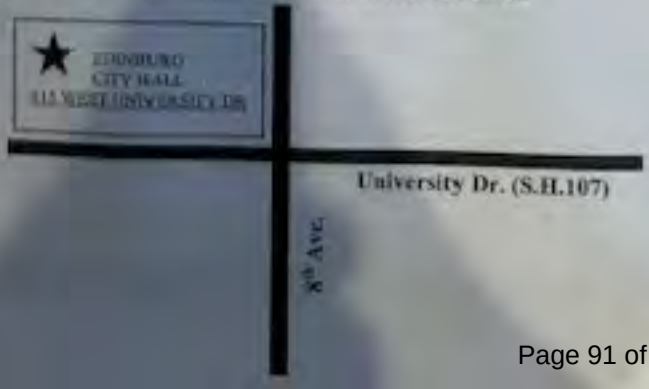
Print Name: RICARDO J. GORENA Phone No. 956 289 3999

Address: 1217 S. PECAN ST. City MCALLEN State: TX Zip: 78501

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 3.0 ACRES OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION, LOCATED AT 4601 NORTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 3.0 acres out of Lot 48, Santa Cruz Ranch Subdivision, Located at 4601 North I-69c, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Commercial, General (CG) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on January 16, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and to add it to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.B.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District, Being 5.61 Acres out of Lot 48, Santa Cruz Ranch Subdivision, Located at 4601 North I-69C, as Requested by YAY Holdings LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the west side of North I-69C (Expressway 281) approximately 620 feet south of Ron Case Drive. The property has 378.29 feet of width to its narrowest point and a depth of 624.30 feet for a total of 5.61 acres. The project consists of a recycling center and this portion of the property is to allow for the back portion to be the recycling portion. Future Land Use for this area is Industrial Uses.

The property is currently zoned Residential Suburban (RS) District. The surrounding zoning is Commercial General (CG) District to the north, Residential Suburban (RS) District to the south, east and west. Adjacent land uses consist of Commercial uses and vacant land.

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, December 1, 2023, and received 1 comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District based on the surrounding areas along I-69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 1/12/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Attachments: YAY Holdings RS to IG 5.61 acres
B. Ordinance: YAY Holdings RS to IG

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/12/2023
CITY COUNCIL – 1/16/2024
DATE PREPARED – 11/28/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District

APPLICANT: YAY Holdings LLC.

AGENT: Melden & Hunt

LEGAL: Being 5.61 acres out of Lot 48, Santa Cruz Ranch Subdivision

LOCATION: Located at 4601 North I-69C

LOT/TRACT SIZE: 5.61 acres

CURRENT USE: Vacant

PROPOSED USE: Industrial, General (IG) District

EXISTING ZONING: Residential Suburban (RS) District

ADJACENT ZONING: North – Commercial, General (CG) District
South – Residential Suburban (RS) District
East – Residential Suburban (RS) District
West – Residential Suburban (RS) District

LAND USE PLAN: Industrial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District

REZONING REQUEST
YAY HOLDINGS

EVALUATION

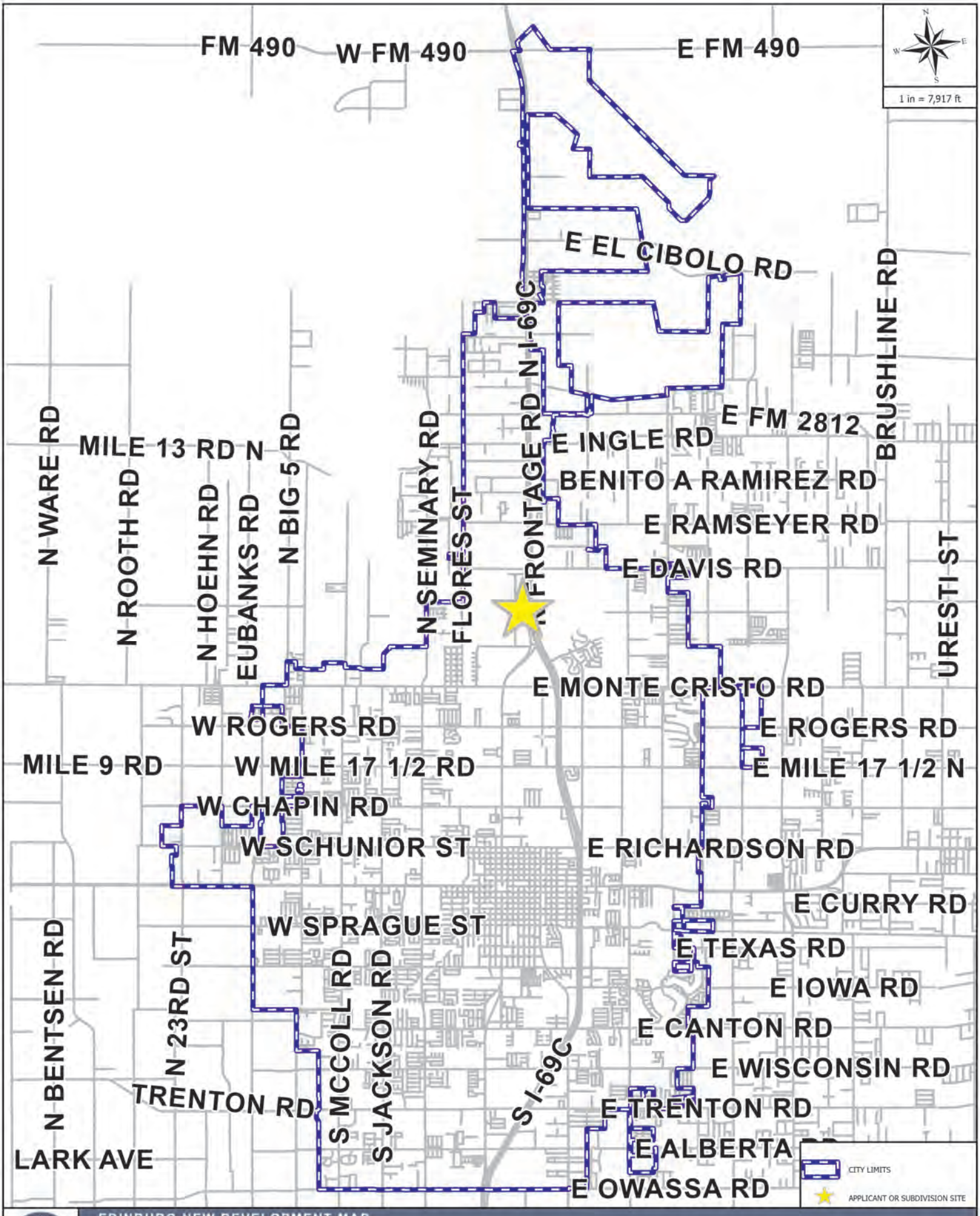
The following is staff's evaluation of the request:

1. The proposed development would not change the character of the surrounding areas.
2. The subject property is along North I-69C which leads to more commercial uses.
3. Adjacent land uses consist of Commercial uses and vacant land.

Staff recommends approval of the Rezoning Request from Residential Suburban (RS) District to Industrial, General (IG) District based on the surrounding areas along I-69C. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, December 1, 2023, and received 1 comment in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

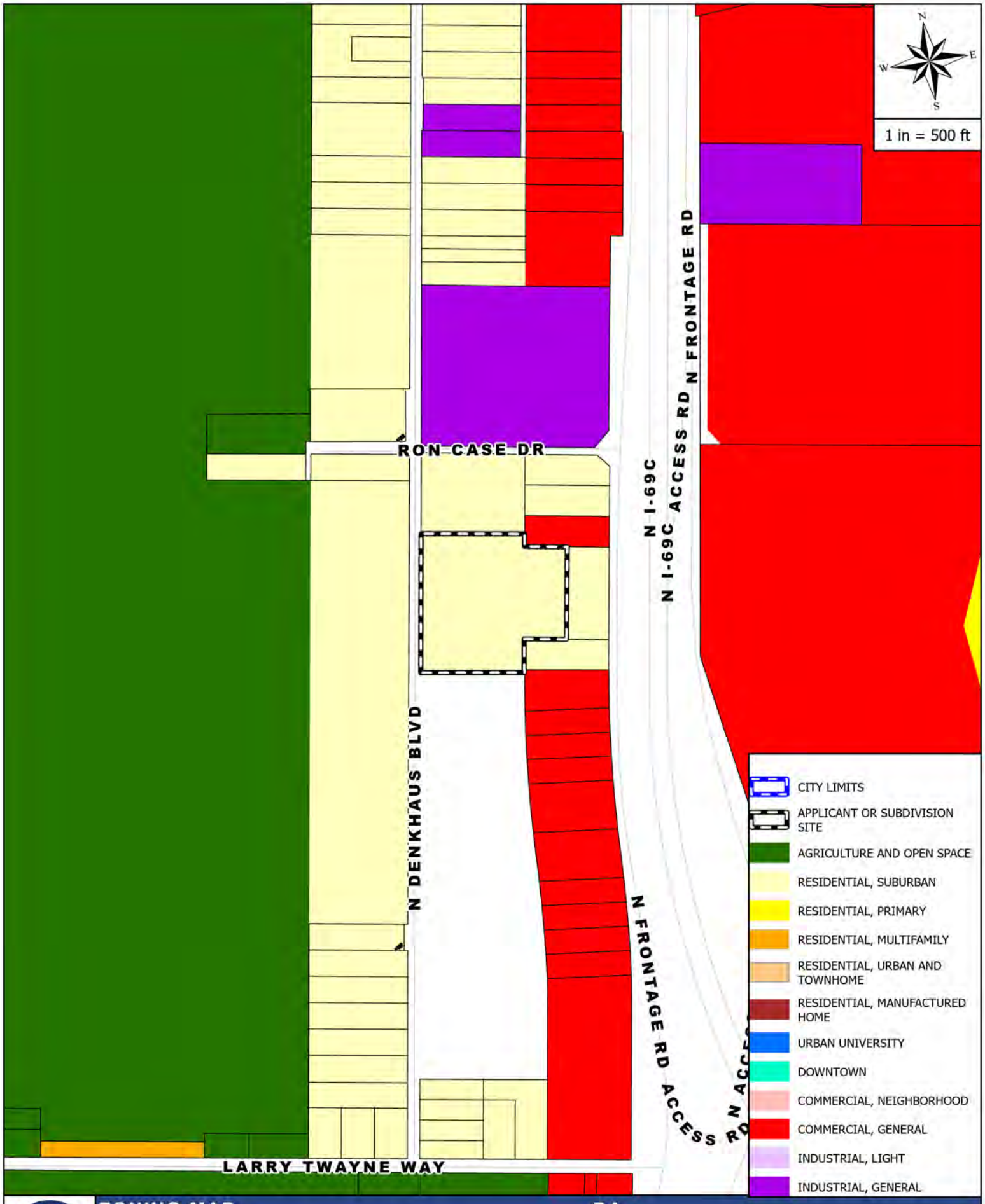
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0168 YAY HOLDINGS LLC

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

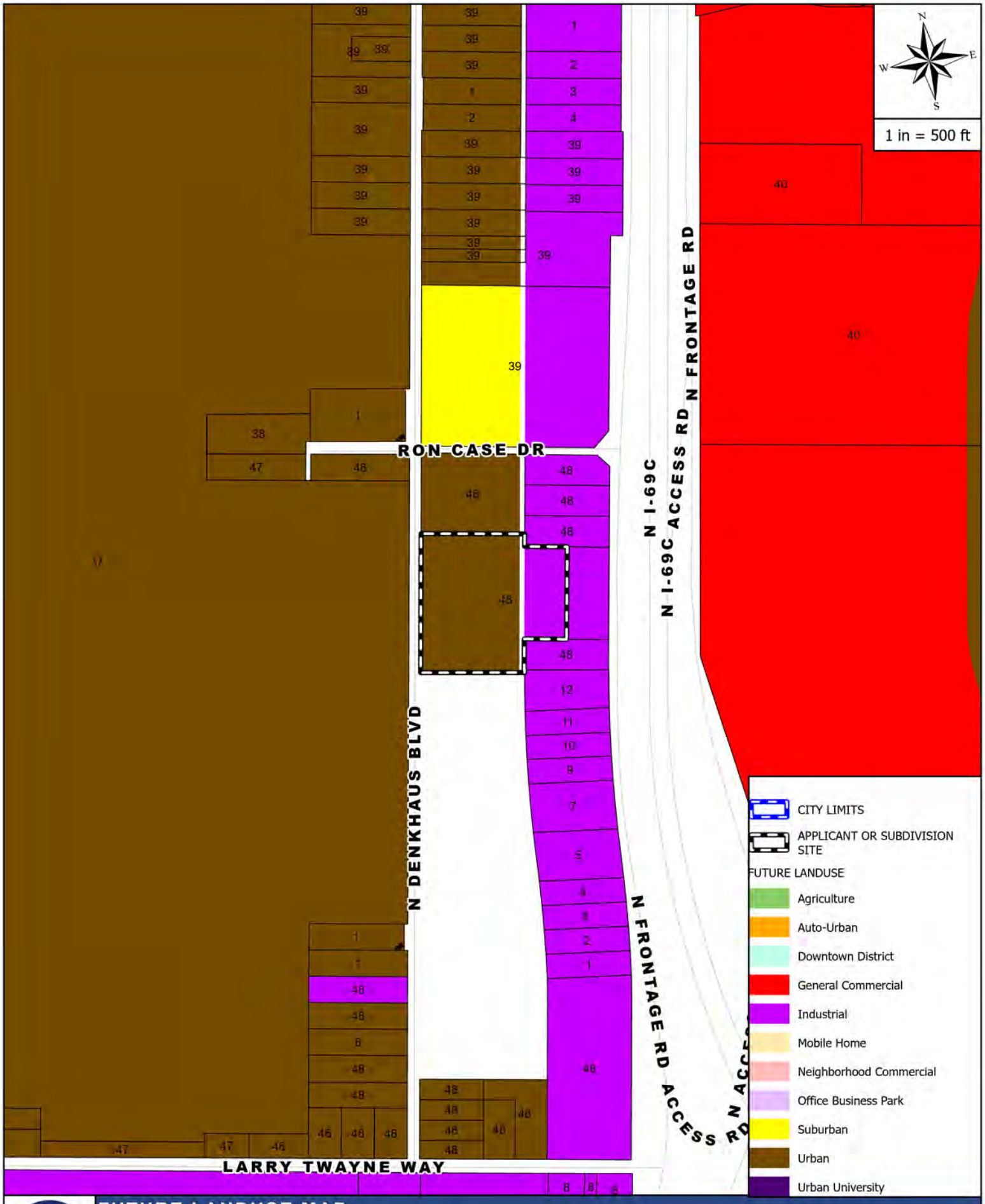
RZNE-2023-0168 YAY HOLDINGS LLC



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

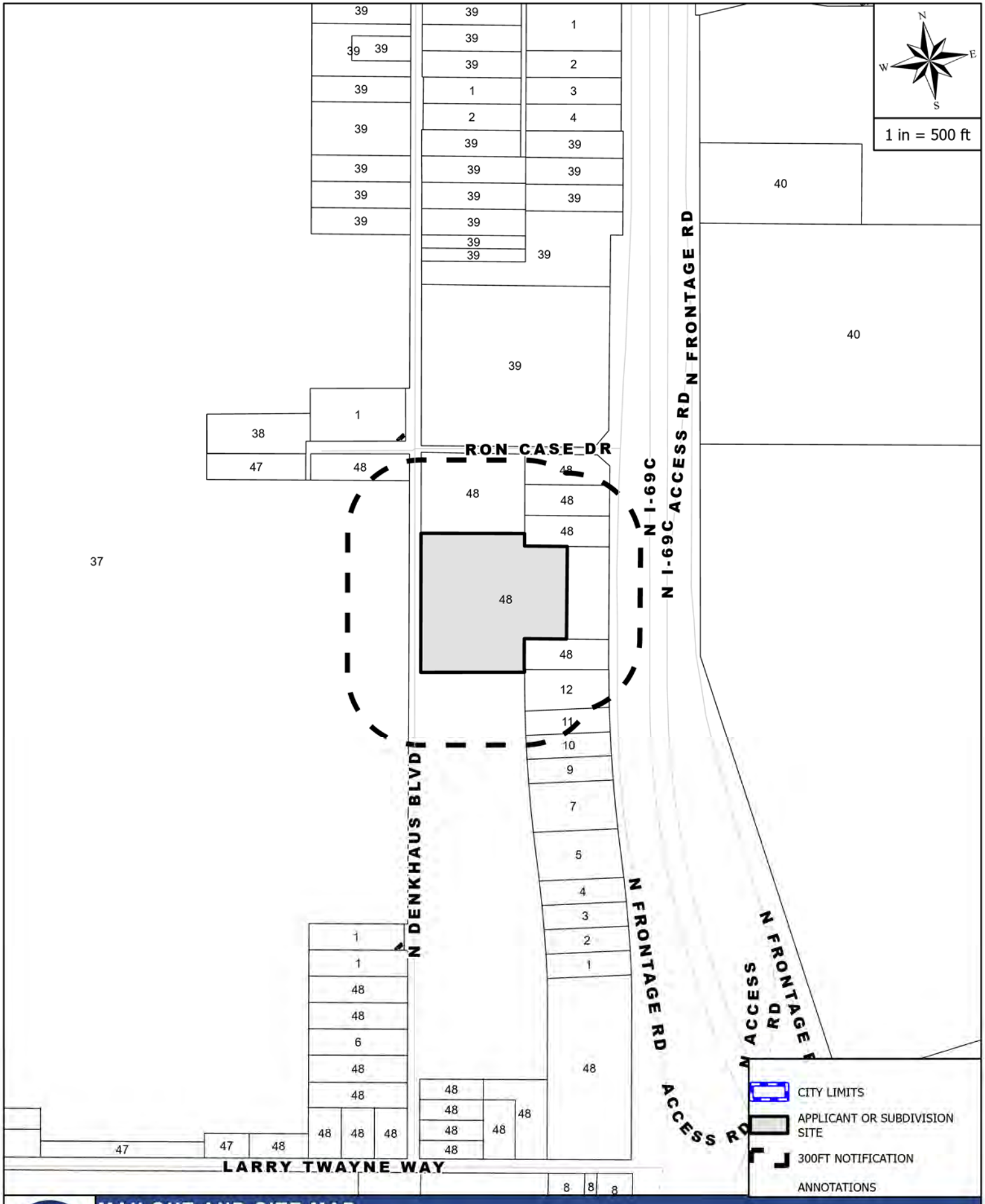
RZNE-2023-0168 YAY HOLDINGS LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0168 YAY HOLDINGS LLC



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0168 YAY HOLDINGS LLC

Rezoning Request Site Photo

YAY Holdings LLC RS-IG

4601 North I-69C

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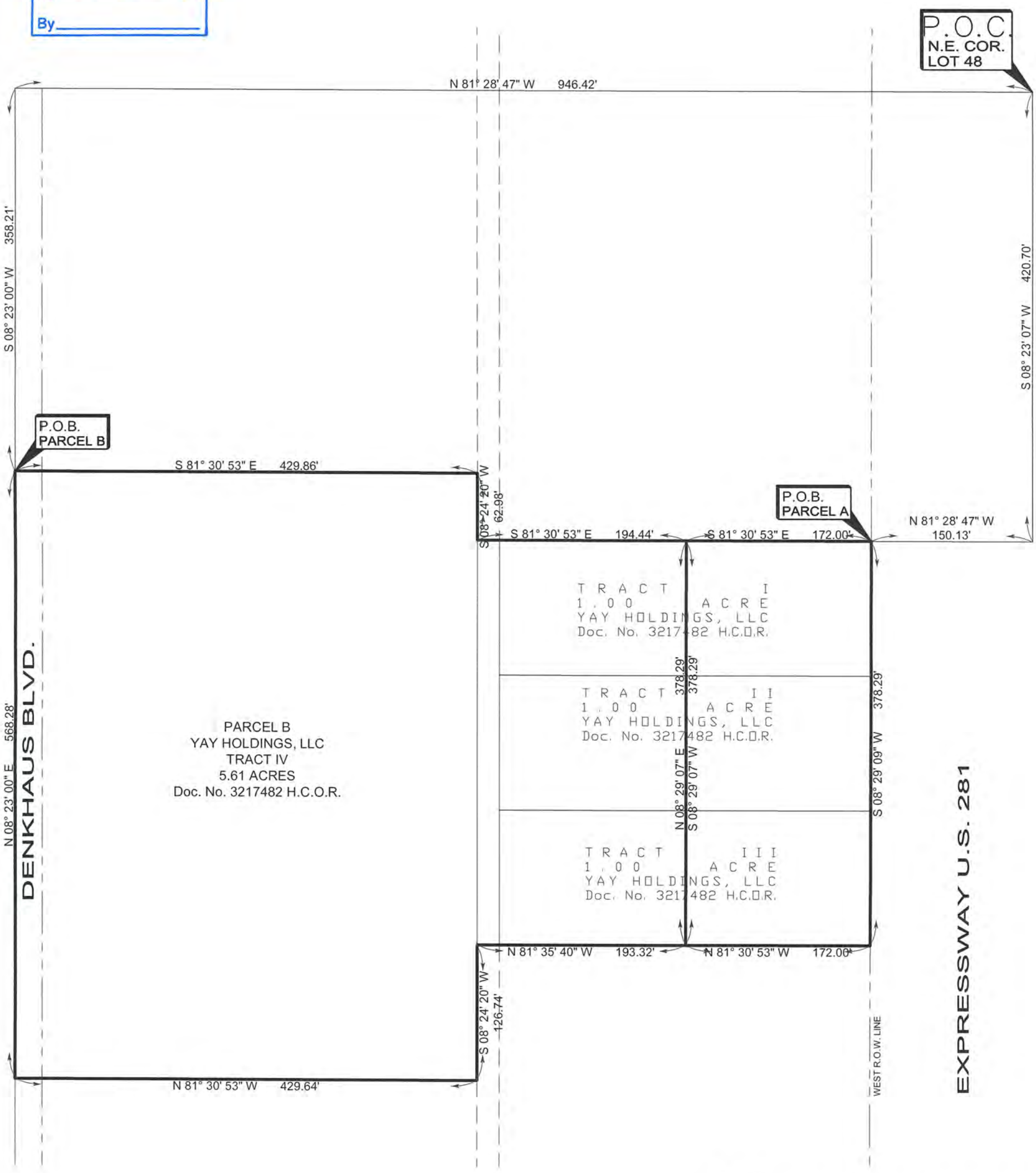


NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.

PLAT SHOWING
PARCEL B
5.61 ACRES OUT OF LOT 48
SANTA CRUZ RANCH SUBDIVISION
VOL. 2, PG. 161 H.C.D.R.
HIDALGO COUNTY, TEXAS

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE 11-13-2023 UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
RUBEN JAMES DE JESUS
6813
PROFESSIONAL
LAND SURVEYOR

11.13.2023
RUBEN JAMES DE JESUS, RPLS No. 6813 DATE:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-, PG.
DATE:
JOB No.
FILE NAME:
DRAWN BY:

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

© COPYRIGHT 2023 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

"PARCEL b"

METES AND BOUNDS DESCRIPTION
5.61 ACRES
OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION
CITY OF EDINBURG
COUNTY OF HIDALGO, TEXAS

A tract of land containing 3.00 acres situated in the City of Edinburg, County of Hidalgo Texas, being out of Lot 48, SANTA CRUZ RANCH SUBDIVISION according to the plat thereof recorded in Volume 2, Page 161, Hidalgo County Deed Records, which said 3.00 acres out of a certain tract, known as the certain tracts described as Tract IV, conveyed to YAY HOLDINGS LLC., by virtue of a General Warranty Deed recorded under Document Number 3217482, Hidalgo County Official Records, said 3.00 acre also being more particularly described as follows:

COMMENCING, at the Northeast Corner of Lot 48, Santa Cruz Ranch Subdivision;

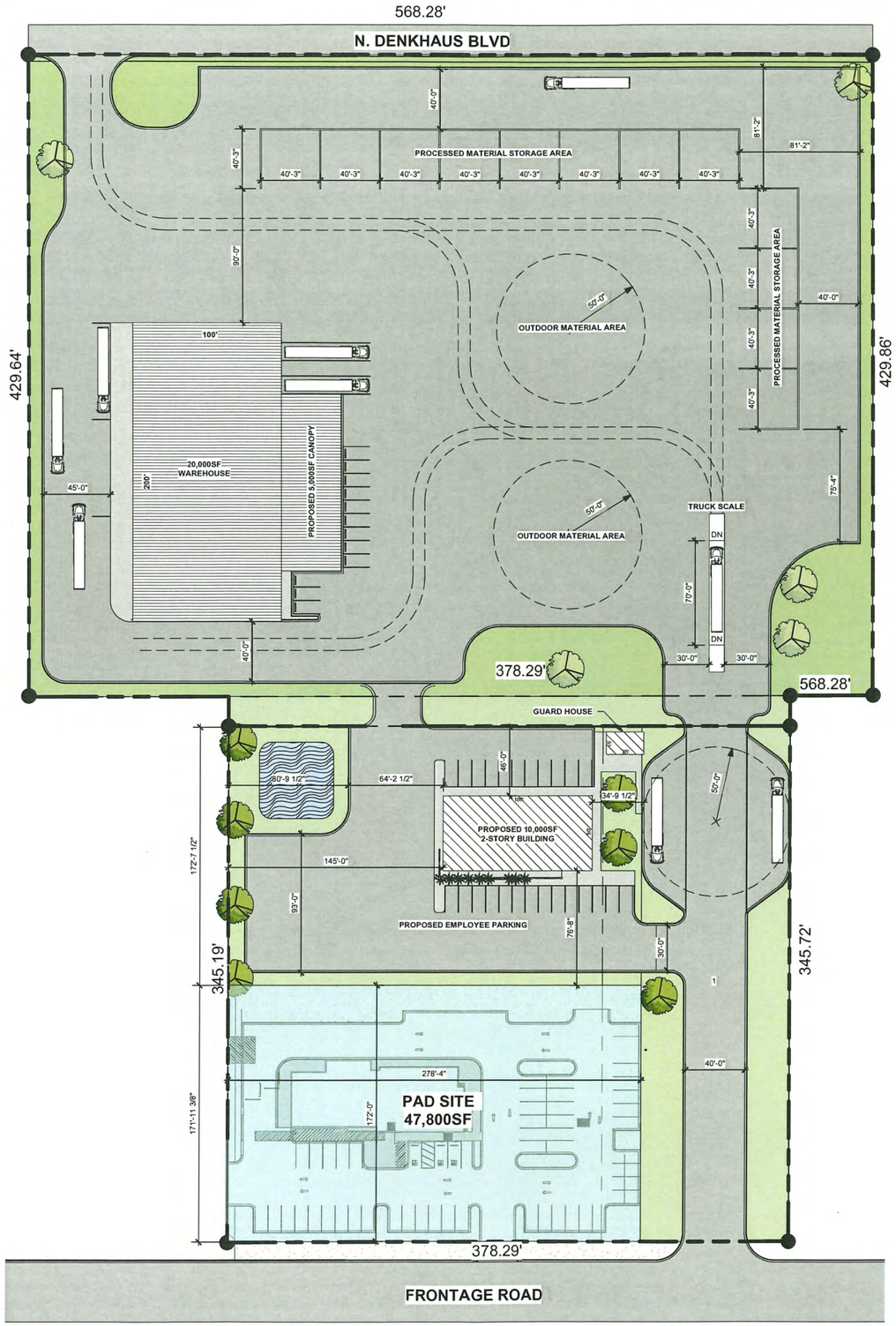
THENCE, N 81° 28' 47" W, a distance of 946.42 feet;

THENCE, S 08° 23' 00" W a distance of 358.21 feet for the Northwest corner and POINT OF BEGINNING of this herein described tract;

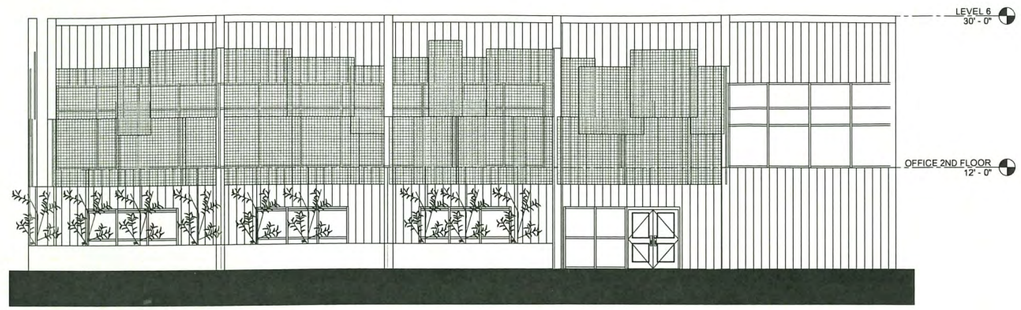
1. THENCE, S 81° 30' 53"" E, a distance of 429.86 feet to an exterior corner of this tract;
2. THENCE, S 08° 24' 20" W, a distance of 62.98 to an interior corner of this tract;
3. THENCE, S 81° 30' 53" E, a distance of 194.44 feet to the Northeast corner of this tract;
4. THENCE, S 08° 29' 07" W, a distance of 378.29 feet to the Southeast corner of this tract;
5. THENCE, N 81° 35' 40" W, a distance of 193.32 feet to an interior corner of this tract;
6. THENCE, S 08° 24' 20" W, a distance of 126.74 to an exterior corner of this tract;
7. THENCE, N 81° 30' 53" W, a distance of 429.64 feet to the Southwest corner of this tract;
8. THENCE, N 08° 23' 00" E a distance of 568.28 feet to the POINT OF BEGINNING and containing 5.61 acres of land, more or less.

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON 11/13/2023 UNDER MY DIRECTION AND SUPERVISION.

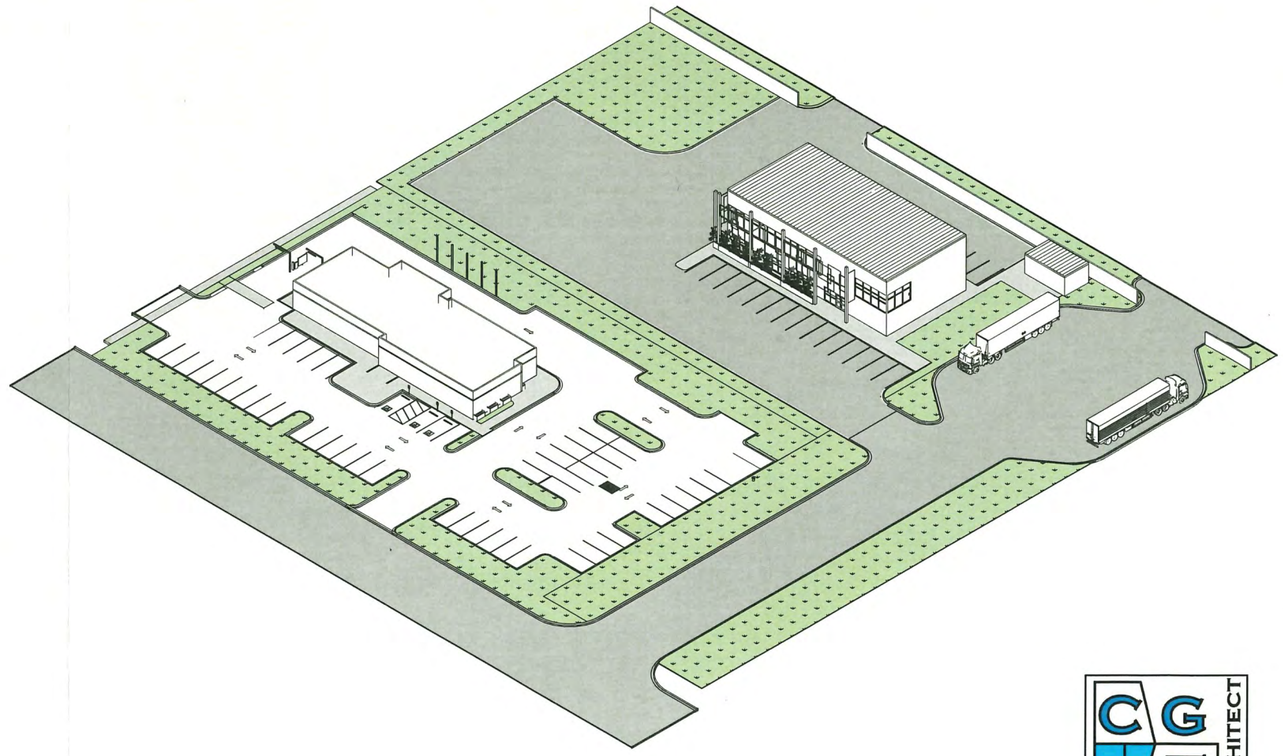
RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE: 11-13-2023



1 A3.0 SITE PLAN 1" = 40'-0"



3 A2.1 OFFICE FRONT 1/8" = 1'-0"



FOR REVIEW

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NOV 13 2023
By

EDINBURG METAL RECYCLING

CG5 ARCHITECT
TEXAS ARCHITECT
FIRM No: BR4247
WWW.CG5ARCHITECT.COM

SK1

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0168

Date: 11-13-23

1. Property Owner (required): **Yay Holdings LLC** 2. Phone: c/o (956) 381-0981
3. Mailing Address: **400 W Expressway 83**
4. City: **San Juan** State: **Texas** Zip: **78589**
5. Owner's Email: **ritzpatel28@gmail.com** 6. Cell No. **(956) 500-1087**
7. Agent (not owner): **Melden & Hunt, Inc.** 8. Agent's Phone: **(956) 381-0981**
9. Agent's Mailing Address: **115 W. McIntyre Street**
10. City: **Edinburg** State: **Texas** Zip: **78541**
11. Agent's Email: **ruben@meldenandhunt.com**
12. Address/Location being Rezoned: **N/A**
13. Legal Description of Property: 14. Property ID(s): **277539**
15. Zone Change: From: **RS - Residential, Suburban** To: **IG - Industrial, General**
16. Existing Land Use: **vacant property**
17. Reason for Zone Change: **For City of Edinburg Recycling Plant purposes**

RECEIVED
NOV 13 2023
By

Ruben James De Jesus
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY Anaisa Licerio DATE RECEIVED A 11/13/23

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

ZONING CASE
OWNER NOTIFICATION LIST

PID: 277496
REYNOLDS STEPHEN
CLAY TRUST
PO BOX 434
EDINBURG, TX 78540-0434

PID: 277533
RODRIGUEZ MARIA M
4220 RODRIGUEZ BLVD
EDINBURG, TX 78541-6810

PID: 277535
RODRIGUEZ MA MAGDALENA
4220 RODRIGUEZ BLVD
EDINBURG, TX 78541-6810

PID: 277537
DAVIS ERIC & JUANITA CO TRUSTEES
CINCO FAMILY RVCBL LIVING TRUST
10313 N WARE RD
MCALLEN, TX 78504-8828

PID: 277539
YAY HOLDINGS LLC
400 W EXPRESSWAY 83
SAN JUAN, TX 78589-3637

PID: 543179
RAMIREZ ROLANDO J
PO BOX 1578
EDINBURG, TX 78540-1578

PID: 277534
MENDOZA LUIGE
2017 ROMAN ST
MISSION, TX 78573-8203

PID: 277538
GARZA CRISTINA
2323 CLYDE DR
ATLANTA, GA 30341-2321

PID: 731302
REYNOLDS WILLIAM FRANCIS TRUST
PO BOX 434
EDINBURG, TX 78540-0434

PID: 543178
RAMIREZ ROLANDO J
PO BOX 1578
EDINBURG, TX 78540-1578

PID: 543177
RAMIREZ ROLANDO J
PO BOX 1578
EDINBURG, TX 78540-1578

PID: 277544
GORENA RICARDO J
1217 S PEKING ST
MCALLEN, TX 78501-1157

PID: 731303
REYNOLDS LISA ELAINE TRUST
PO BOX 434
EDINBURG, TX 78540

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Tuesday, December 12, 2023, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE REZONING REQUEST FROM RESIDENTIAL SUBURBAN (RS) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, BEING 5.61 ACRES OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION, LOCATED AT 4601 NORTH I-69C, AS REQUESTED BY YAY HOLDINGS LLC

This is the primary heavy industrial district, intended to serve uses that are visually obtrusive, generate nuisances such as noise and odors, or have excessive exterior operations or storage of equipment and materials.

This request is scheduled to be heard by the **City Council on Tuesday, January 16, 2024 at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Monday, December 11, 2023
EMAIL: planning@cityofedinburg.com by Monday, December 11, 2023

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☑ In Favor/A Favor ☐ Against/En Contra ☐ No Comments/No Comentario

Comments: _____

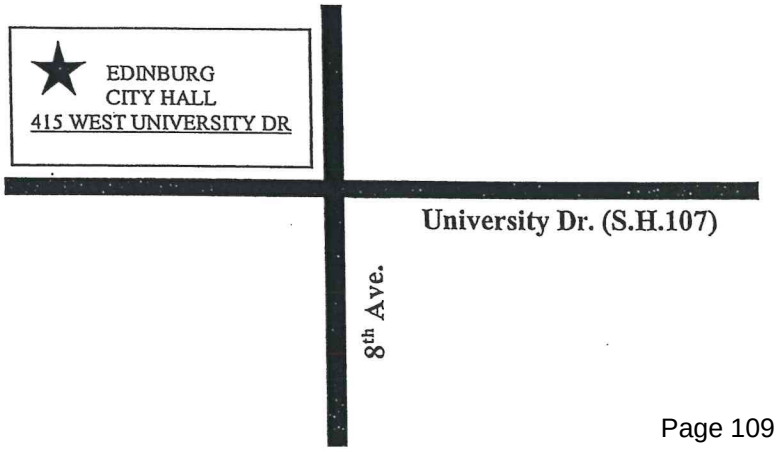
Print Name: Daryl Young Phone No. 956 821 3120

Address: 2200 MONACO DR City: Mission State: TX Zip: 78573

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE RESIDENTIAL, SUBURBAN (RS) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 5.61 ACRES OUT OF LOT 48, SANTA CRUZ RANCH SUBDIVISION, LOCATED AT 4601 NORTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

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WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Industrial, General (IG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and to add it to the Industrial, General (IG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.C.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial General (CG) District to Industrial General (IG) District, Being Lot 2, Tandy's Subdivision, Located at 6029 North I-69C, as Requested by CC Truckers LLC. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the west side of North I-69C (Expressway 281) approximately 350 feet south of Palm Drive. The property has 179.32 feet of frontage along North I-69 C and a depth of 1,300 feet for a total of 5.3 acres. The project consists of a trucking business and would like to add the service of truck and auto junkyard parts to the business. By adding this service, a rezoning would need to take place for compliance. Future Land Use for this area is Industrial Uses.

The property is currently zoned Commercial General (CG) District. The surrounding zoning is Commercial General (CG) District to the north and south, Residential Suburban (RS) District to the west, I-69C frontage is located to the east. Adjacent land uses consist of Commercial uses.

Staff mailed a notice of the public hearing to 5 neighboring property owners on Friday, December 1, 2023, received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Commercial General (CG) District to Industrial General (IG) District based on the surrounding areas along I-69C and the Industrial Park is located a bit further north. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 1/12/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Attachments: CC Truckers LLC
B. Ordinance: CC Truckers LLC

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/12/2023
CITY COUNCIL – 1/16/2024
DATE PREPARED – 11/28/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Commercial General (CG) District to Industrial General (IG) District

APPLICANT: CC Truckers LLC.

AGENT: Not Applicable

LEGAL: Being Lot 2, Tandy's Subdivision

LOCATION: Located at 6029 North I-69C

LOT/TRACT SIZE: 5.3 acres

CURRENT USE: Trucking Business

PROPOSED USE: Industrial, General (IG) District

EXISTING ZONING: Commercial General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Commercial, General (CG) District
East – North I-69C
West – Residential Suburban (RS) District

LAND USE PLAN: Industrial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Commercial General (CG) District to Industrial General (IG) District

REZONING REQUEST
CC TRUCKERS LLC

EVALUATION

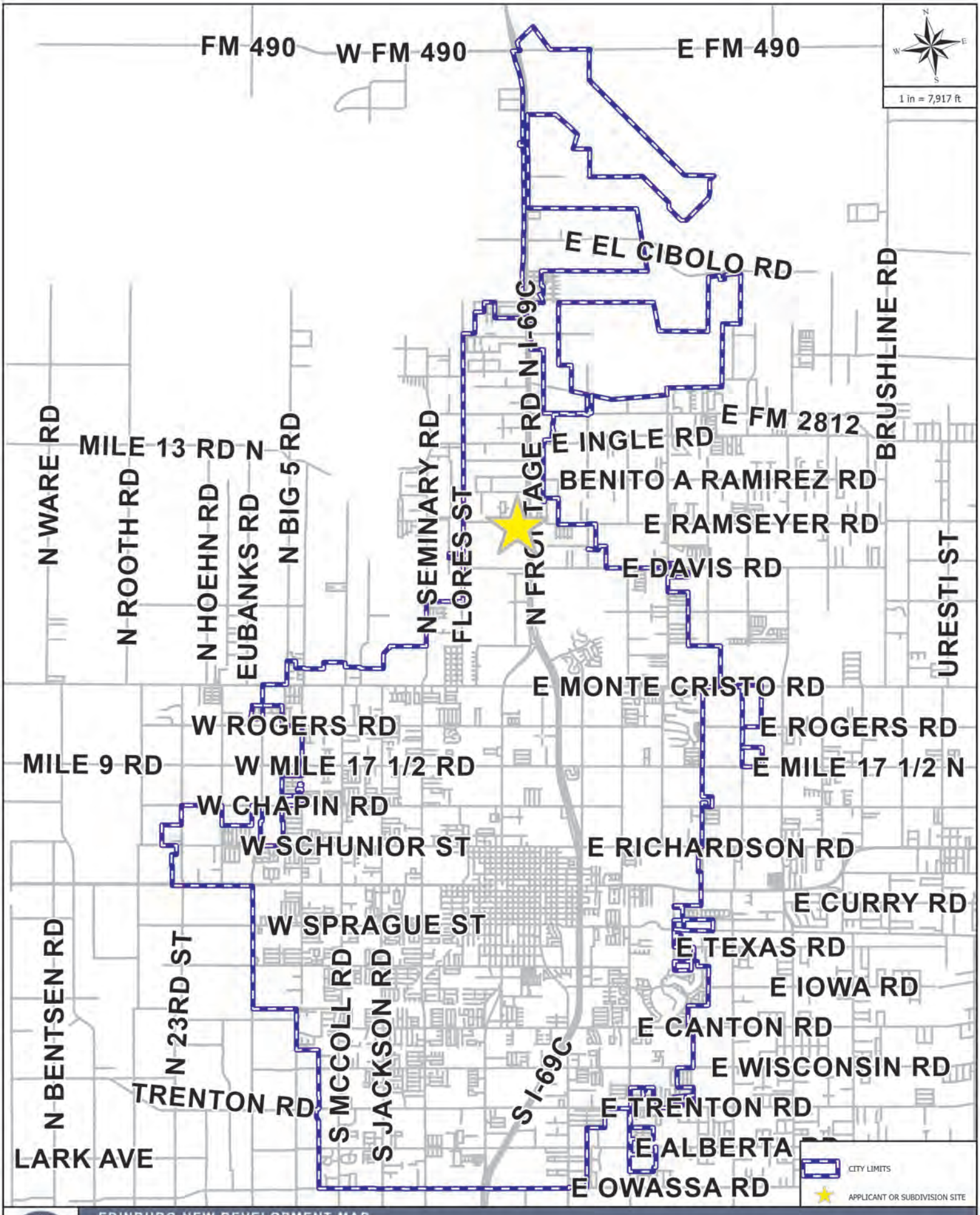
The following is staff's evaluation of the request:

1. The proposed development would not change the character of the surrounding areas.
2. The subject property is along North I-69C which leads to more commercial and Industrial uses.
3. Adjacent land uses consist of Commercial and Industrial Uses.

Staff recommends approval of the Rezoning Request from Commercial General (CG) District to Industrial General (IG) District based on the surrounding areas along I-69C and the Industrial Park is located a bit further North. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building / fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 5 neighboring property owners on Friday, December 1, 2023 received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

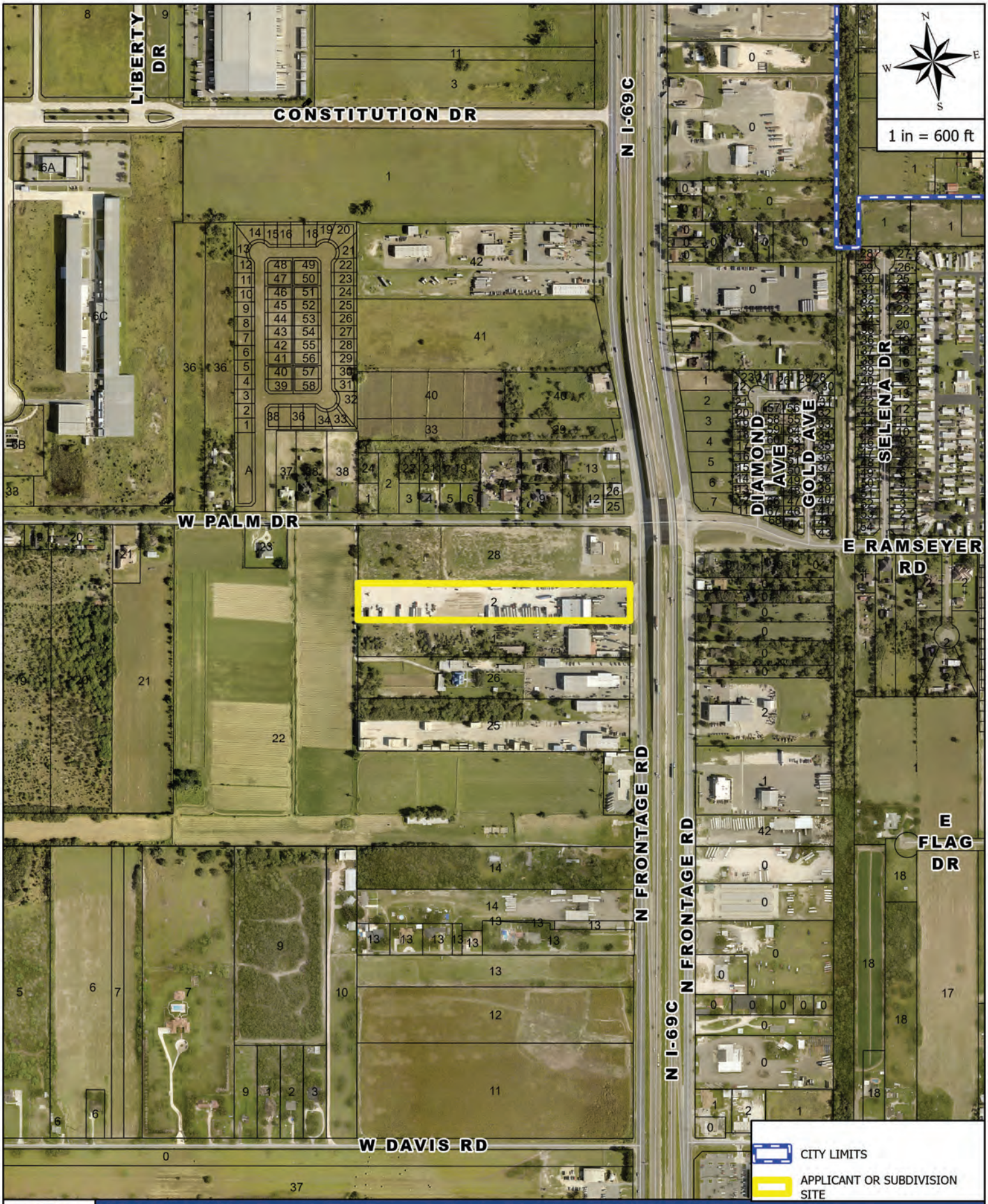
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

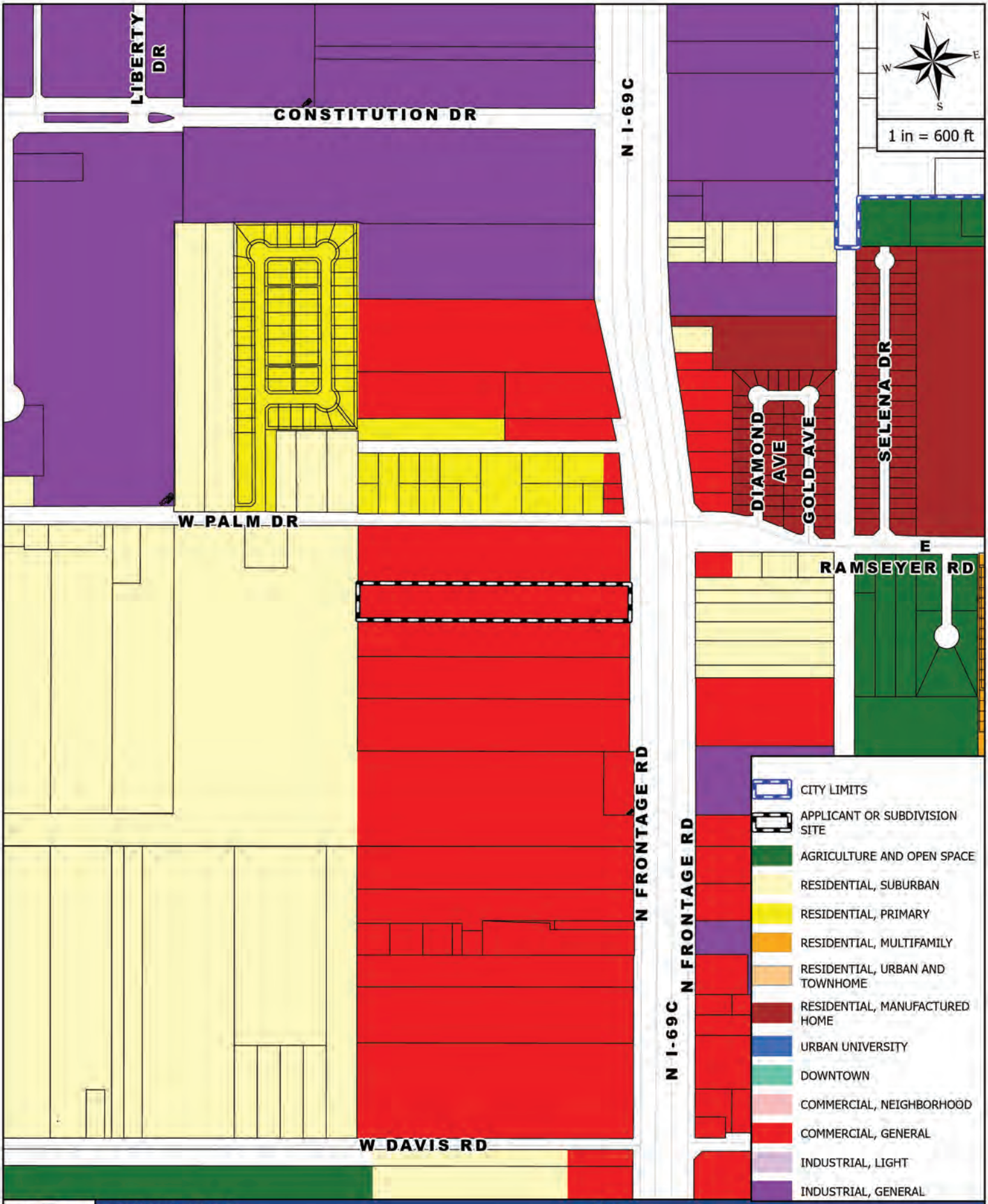
RZNE-2023-0169 CC TRUCKERS LLC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

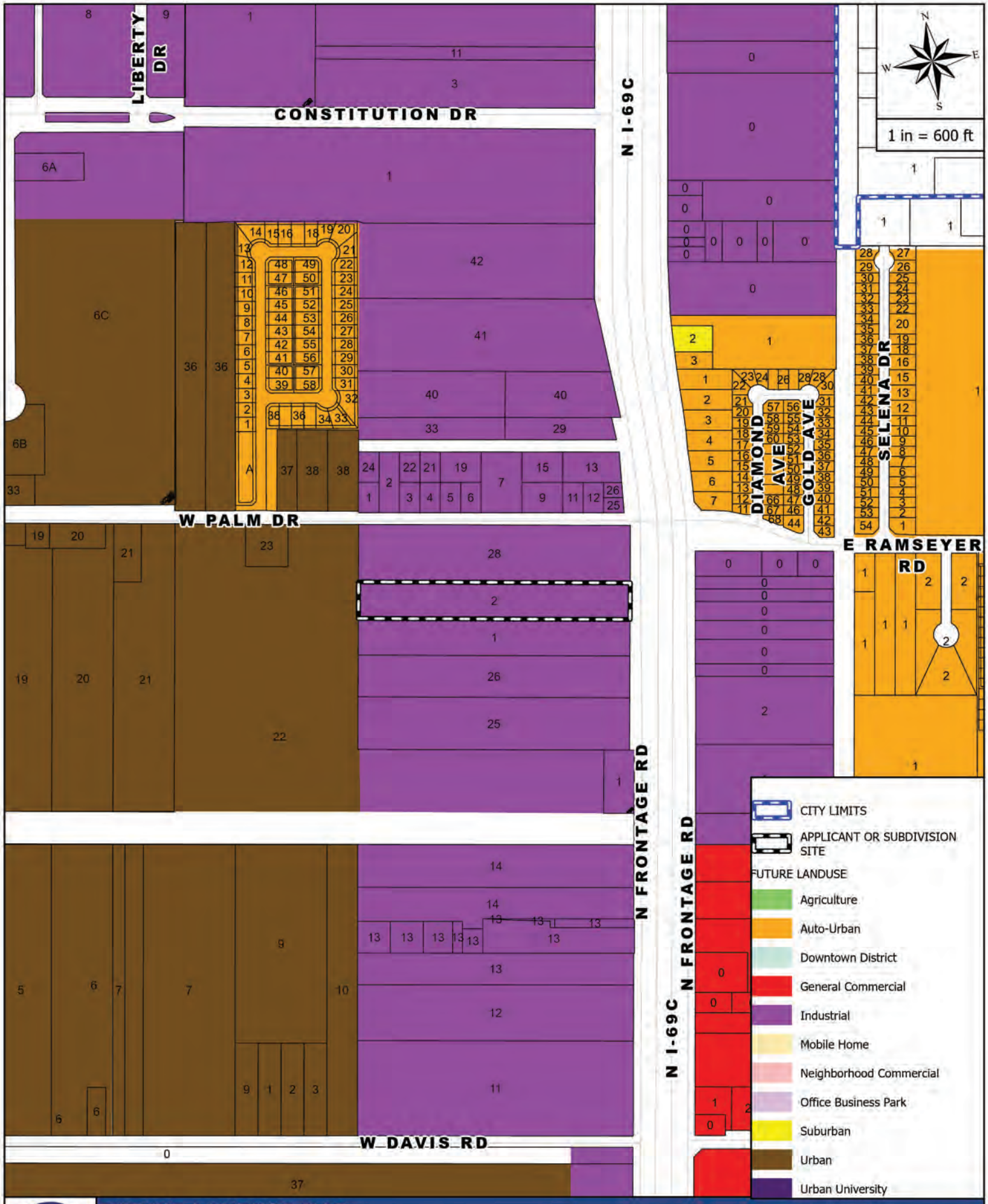
RZNE-2023-0169 CC TRUCKERS LLC



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

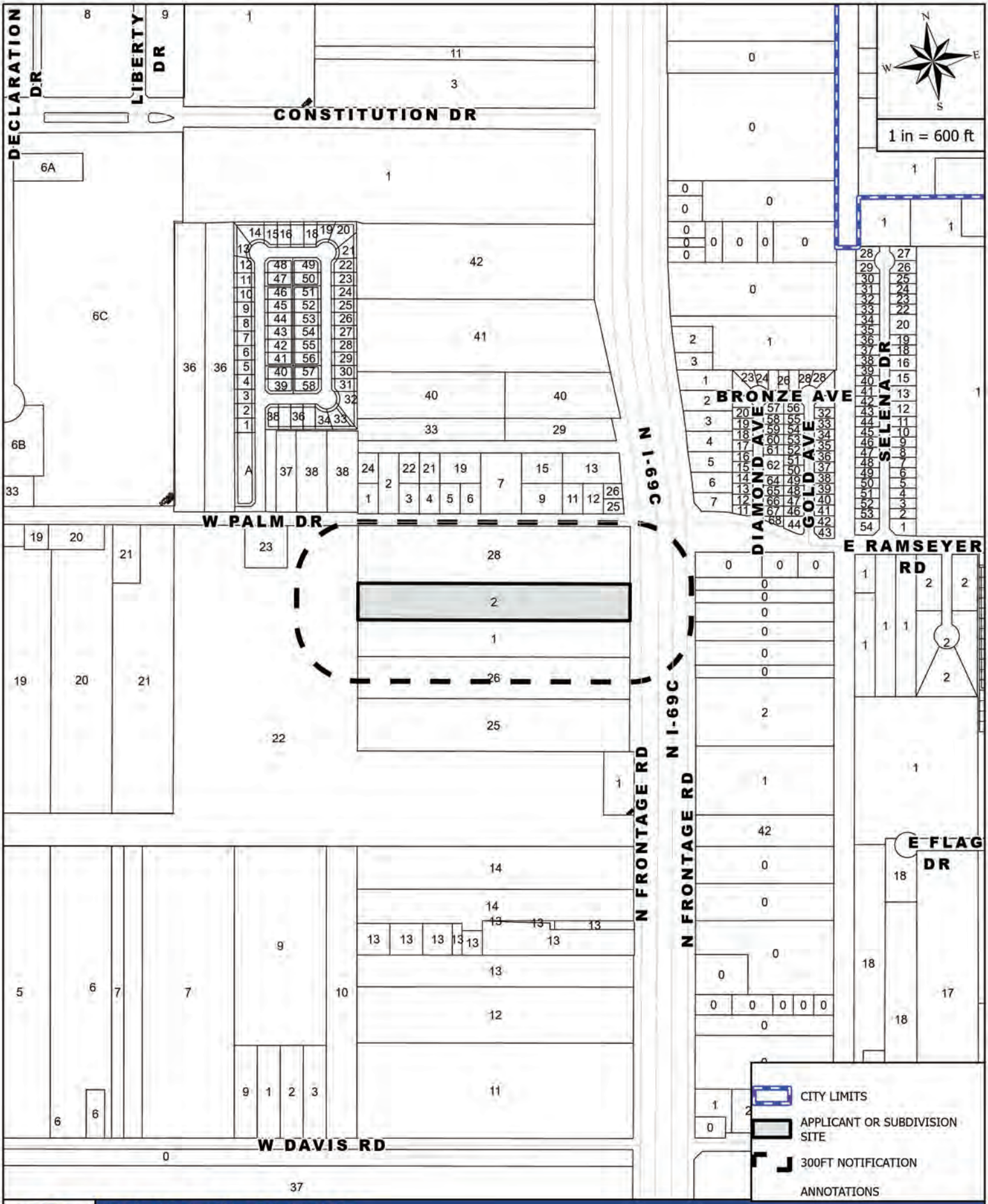
RZNE-2023-0169 CC TRUCKERS LLC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0169 CC TRUCKERS LLC



MAILOUT AND SITE MAP

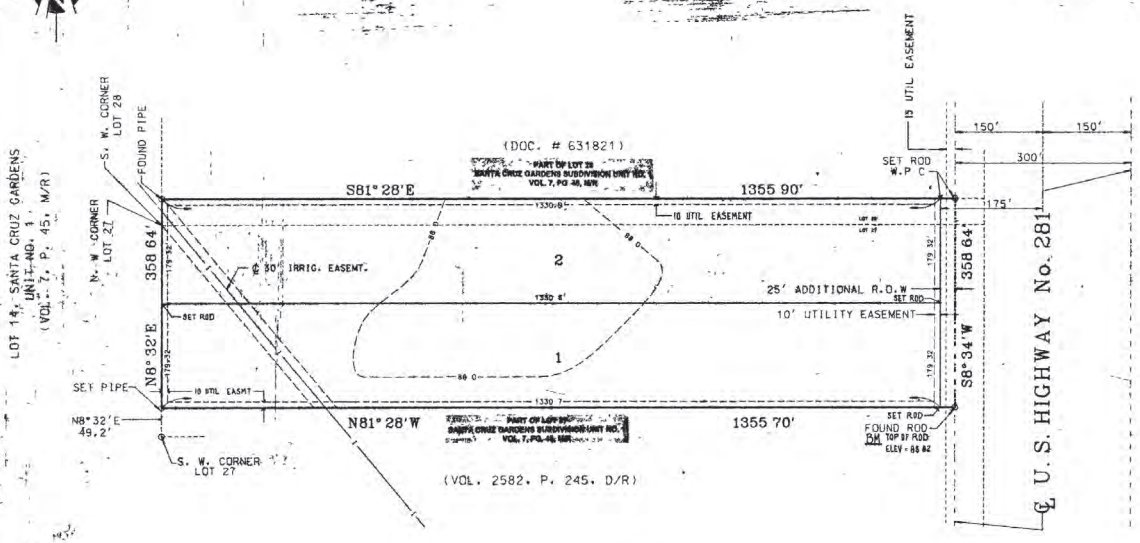
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0169 CC TRUCKERS LLC

Rezoning Request Site Photo

CC Truckers LLC

6029 North I69C



Recorded in Volume 35 Page 61 of the map records of Hidalgo County, Texas
Meiden and Hunt, Inc.

MAP
OF
TANDY'S SUBDIVISION
EDINBURG TEXAS

BEING A SUBDIVISION OF 11 162 AC. OF LAND
OUT OF LOTS 27 & 28,
SANTA CRUZ GARDENS SUBDIVISION,
UNIT No 1,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL 7, P 45, M/R

Filed for Record in Hidalgo County, Texas
On: Dec 13, 1999 at 10:
Document Number:
Total Fees
Receipt Number - 253709
By:
Eli Chavez

PREPARED BY:
FABIAN, NELSON & MEDINA, INC.
320 N. 15th STREET McALLEN, TEXAS
SCALE: 1"= 100' DATE: 5-1-99
(956) 682-3414

STATE OF TEXAS.
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE TANDY'S SUBDIVISION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME(S) IS(ARE) SUBSCRIBED HERETO HEREBY DEDICATE TO THE USE OF THE PUBLIC, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

ROSENDO GONZALES, JR
TANDY'S FARM AND RANCH MART
P O BOX 720
EDINBURG TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Rosendo Gonzalez, Jr. 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 THE PURPOSES AND CONSIDERATION THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8th DAY OF November, 1999

JANE ELLEN RIOS MY COMMISSION EXPIRES December 6, 2000

NOTARY PUBLIC

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 THIS CITY WHEREIN MY APPROVAL IS REQUIRED

STATE OF TEXAS
COUNTY OF HIDALGO

10/12/99
DATE

CHAIRMAN, PLANNING COMMISSION

I THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR # 1590 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, STEPHEN SPOOR, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

11-19-99

REGISTERED PROFESSIONAL ENGINEER
P.E. REGISTRATION NO 56752

THIS PLAT IS HEREBY APPROVED BY THE SANTA CRUZ IRRIGATION DISTRICT NO 15 ON THIS 15th DAY OF November, A.D. 1999.
THIS PLAT IS HEREBY APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO 15 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOT(S) IN SAID SUBDIVISION PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOT(S) FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO INSTALL SUCH NECESSARY FACILITIES THERE WILL BE NO BUILDINGS ALLOWED ON TOP OF A DISTRICT IRRIGATION LINE THERE WILL BE A FIFTEEN (15) FOOT EASEMENT ON BOTH SIDES OF IRRIGATION LINE OR CANAL

SECRETARY

PRESIDENT

July 29, 1999
A 11.162 ACRE TRACT OF LAND OUT OF LOT 27&28 SANTA CRUZ GARDENS SUBDIVISION, UNIT NO 1, HIDALGO COUNTY, TEXAS, RECORDED IN VOL 7, PAGE 45, MAP RECORDS.

BEGINNING at an iron pipe on the West line of said Lot 27, North 8 Deg. 32 Min. East, 49 2 feet from the Southwest corner of Lot 27, for the Southwest corner of the following described tract of land,
THENCE, with the West line of Lot 27 AND 28, North 8 Deg. 32 Min East, 358 64 feet to an iron rod for the Northwest corner hereof,
THENCE, parallel to the South line of Lot 28, South 81 Deg 28 Min East, 1355 9 feet to an iron rod on the West line of U S Highway No 281 for the Northeast corner hereof,
THENCE, with the West line of said highway, South 8 Deg 34 Min West, 358 64 feet to an iron rod, for the Southeast corner hereof,
THENCE, parallel to the South of Lot 27, North 81 Deg 28 Min West, 1355 7 feet to the PLACE OF BEGINNING Containing 11 162 acres of land, more or less

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 TEX 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 OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS

HIDALGO COUNTY DRAINAGE DISTRICT NO 1

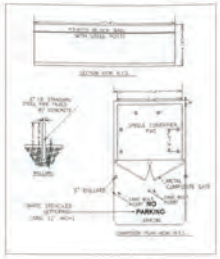
BY:

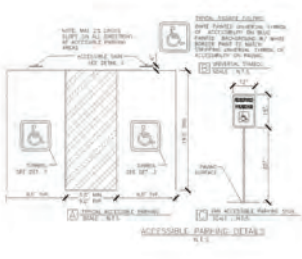
NOTES

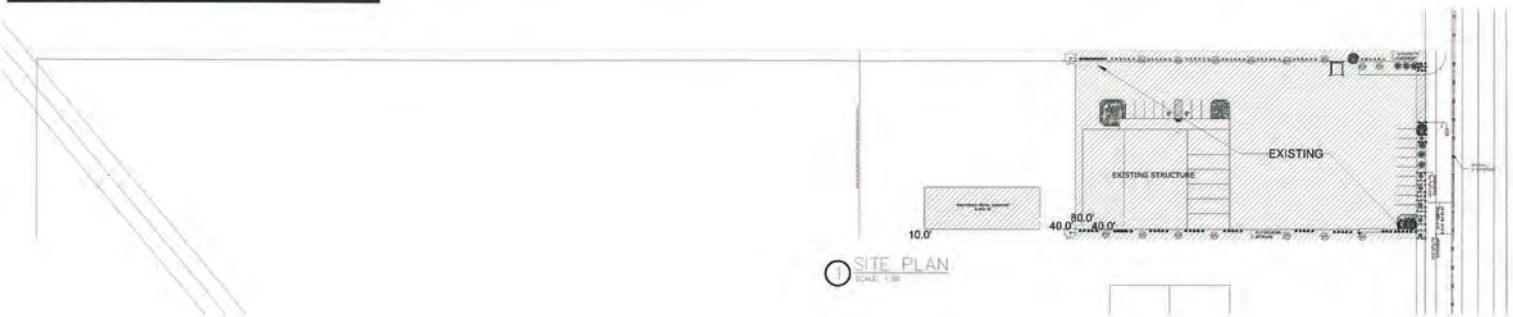
1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES MEASURED ABOVE CENTER LINE AT PAVEMENT AT FRONT CENTER OF LOT
2. THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 480334 0325 C, REVISED NOV 16, 1982.
3. STORM WATER DETENTION OF 1.06 AC -FT IS REQUIRED FOR THIS SUBDIVISION
4. SETBACKS- AS PER CITY ORDINANCE
5. FINAL PLAT APPROVAL AND PAYMENTS MAY BE REQUIRED AT TIME OF BUILDING PERMIT ISSUANCE.
6. ONLY ONE DRIVEWAY WILL BE ALLOWED PER LOT.

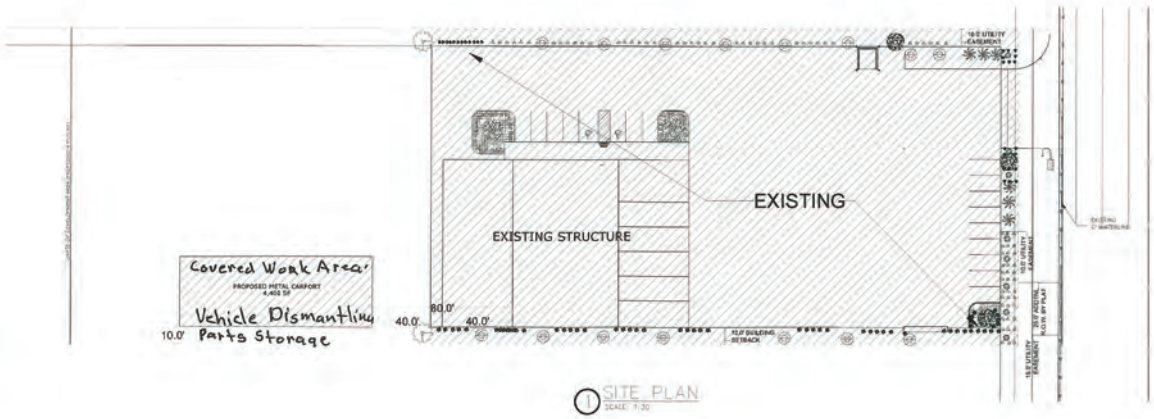
PROPOSED AREAS

EXIST. BLDGS:	9,500 SQ FT
EXIST. PAVEMENT:	26,387 SQ FT
EXIST. SIDEWALK:	848 SQ FT
PROP. BLDGS:	4,400 SQ FT
GREEN/LANDSCAPE AREA:	197,52250 FT
TOTAL:	238,657 SQ FT









RECEIVED
NOV 13 2023
By

ALTEX ENGINEERING
TBPE FIRM F-19737
325 W 2ND ST
Mercedes, TX 78570
(956) 294-1241
JALONZO@ALTEXENG.COM
www.altexeng.com

THESE DRAWINGS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF ALTEX ENGINEERING L.L.C FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND SHALL NOT BE REPRODUCED FOR OTHER PURPOSES. THE PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THESE DOCUMENTS HAS PERFORMED ONLY THE SERVICES DESCRIBED IN HIS/HER LEGAL RESPONSIBILITY FOR THE PERFORMANCE OF THE RELATING TO THE PUBLIC HEALTH, SAFETY, AND WELFARE. NO OTHER PARTY (WHETHER OR NOT A PROFESSIONAL ENGINEER) MAY COMPLETE, CORRECT, REVISE, DELETE, OR ADD TO THESE DOCUMENTS OR PERFORM INSPECTIONS OF THE WORK WITHOUT THE WRITTEN PERMISSION OF THE ECR.

DATE: FEB 21, 2023

REVISION:	DATE:	DESCR:

PROJECT: # 23.106

CC TRUCKERS LLC
METAL CARPORT
6029 N.
EXPRESSWAY 281
EDINBURG, TEXAS.

SITE
PLAN

C-1

SHI 1 OF 1

FOR: CC TRUCKERS

COPYRIGHT 2023

GENERAL NOTES

1. THESE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE INDICATED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SLOPING AND BENCHING FOR TRENCHES, AND SAFE ACCESS. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OF THE ENGINEER DO NOT INCLUDE INSPECTION OF THE ABOVE AND RELATED ITEMS.
2. ALL CONSTRUCTION AND QUALITY OF MATERIALS SHALL COMPLY WITH THE GOVERNING BUILDING CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS AT THE JOB SITE BEFORE COMMENCEMENT OF WORK AND SHALL IMMEDIATELY REPORT ANY DISCREPANCIES OR OMISSIONS TO THE ARCHITECT IN WRITING. ANY OMISSION OR CONFLICT BETWEEN THE VARIOUS ELEMENTS OF THE WORK AND DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK TO INVOLVED.
4. IN CASE OF DISPUTE, NOTES AND DETAILS ON THE DRAWINGS, IN THE SPECIFICATIONS, THEY SHALL GOVERN OVER STANDARD DETAILS. WHERE NOT OTHERWISE DETAILED, NOTED OR SPECIFIED, WORK SHALL BE OF THE SAME CHARACTER AS SIMILAR WORK SHOWN OR SPECIFIED FOR THE BUILDING. SHOP DRAWINGS SHALL NOT BE USED AS CONSTRUCTION DRAWINGS UNLESS SO STAMPED BY THE ENGINEER.
5. WHERE CONSTRUCTION DETAILS ARE NOT FULLY SHOWN OR NOTED FOR ANY PART OF THE WORK, SIMILAR DETAILS SHALL BE FURNISHED FOR SUCH PARTS OF THE WORK AS MAY BE REQUIRED IN ACCORDANCE WITH DETAILS SHOWN FOR SIMILAR CHARACTER AND MATERIAL. WHERE SUPERVISION OF ANY PART OF THE WORK IS NOT SHOWN, THE ENGINEER SHALL BE CONSULTED FOR INSTRUCTION.
6. EACH SUBCONTRACTOR IS CONSIDERED AS EXPERT IN HIS RESPECTIVE FIELD AND SHALL, PRIOR TO THE SUBMISSION OF BID OR PERFORMANCE OF WORK, NOTIFY THE GENERAL CONTRACTOR OF ANY ERRORS OR MISWORK CALLED OUT ON THE DRAWINGS IN THE TRADE THAT CANNOT BE CORRECTED. THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL AND ELECTRICAL EQUIPMENT AS TO ROOFTOP AND FLOOR LOCATIONS WITH THE PROCESSING EQUIPMENT. IN THE EVENT THAT THE PURCHASED EQUIPMENT DOES NOT MEET WEIGHT AND LOCATION REQUIREMENTS INDICATED ON THE PLANS, THE ARCHITECT MUST BE NOTIFIED AND APPROVAL OBTAINED PRIOR TO INSTALLATION.
7. THE STRUCTURE IS DESIGNED AS A STABLE UNIT WITH ALL COMPONENTS ARE IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TEMPORARY BRACING AS REQUIRED TO INSURE THE VERTICAL AND LATERAL STABILITY OF THE ENTIRE STRUCTURE OR ANY PORTION THEREOF, DURING CONSTRUCTION.
8. NOTIFY THE OWNER AND THE ARCHITECT AND THE ENGINEER WILL ENFORCE SAFETY MEASURES OF REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
9. TRADE NAMES AND MANUFACTURER'S REFERENCE IS USED FOR QUALITY STANDARD ONLY. SUBSTITUTIONS MAY BE PERMITTED AS APPROVED BY THE ENGINEER.
10. ANY DEPARTURE OF APPROVED SUBDIVISION ARE FOR CONSTRUCTION, CHANGE ORDER, OR OTHERWISE SHALL BE RESPONSIBLE FOR ALL CHANGES. ADDITIONAL COSTS, AND COORDINATION WITH ALL TRADES THAT THE SUBSTITUTION SHALL AFFECT.
11. THE DRAWINGS ARE NOT TO BE USED IN BIDDING WHEN CONSTRUCTION IS NOT YET BEGUN.
12. ANY QUESTIONS RELATIVE TO INTERPRETATION OR INTENT OF THESE DRAWINGS SHALL BE REFERRED TO THE ENGINEER.
13. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY EXISTING UNDERGROUND OR CONCEALED CONDUIT, PLUMBING, OR OTHER UTILITIES, PRIOR TO BEGINNING ANY WORK.
14. PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL NOT BE PLACED IN BEAMS OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED. FOR SMALL AND STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC UNLESS NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY.

SITE PREPARATION

1. PREPARATION OF EXISTING GROUND
   ALL AREAS TO SUPPORT SELECT FILL SHALL BE STRIPPED OF ALL VEGETATION AND TOP SOIL/ORGANIC TOPSOIL.
   DEPTH OF REMOVAL: X INCHES
   ADDITIONAL DEPTH OF REMOVAL IF UNSUITABLE MATERIAL IS ENCOUNTERED: X INCHES
   EXTEND BEYOND BUILDING FOOT PRINT: X FEET
   THE EXPOSED SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND MOISTURE CONDITIONED TO WITHIN -2% TO +4% PERCENT OF OPTIMUM MOISTURE CONTENT. THE SCARIFIED SHALL BE COMPACTED TO 97 PERCENT OF THE MAXIMUM DENSITY AS ESTABLISHED BY THE STANDARD PROCTOR DENSITY RELATION (ASTM D-698). FOLLOWING THE CLEARING AND PREPARATION OF THE SITE FOR CONSTRUCTION, THE GEOTECHNICAL ENGINEER SHALL PERFORM TEST TO DETERMINE THAT SATISFACTORY PREPARATION HAS BEEN ACCOMPLISHED.
2. SELECT FILL MATERIAL
   USCS LIMIT: ML OR SC/SM
   PLASTICITY INDEX: MINIMUM 5 MAX 15
   NO ORGANIC OR OTHER PERISHABLE MATERIAL
   NO STONES LARGER THAN TWO (2) INCHES
3. PLACING SELECT FILL
   FILL WITH NOT EXCEEDING 8 INCH LOOSE MEASUR
   AMOUNT OF STONES MARKUP
4. COMPACTION OF SELECT FILL
   MOISTURE: WITHIN -3 TO +3 PERCENT OF OPTIMUM MOISTURE CONTENT.
   COMPACTION: AS PERCENT MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-698
5. COMPACTION TESTING
   ATTENDANCE: WITH ONE (1) A TEST OF FLOOR SQUARE FEET
   SUBMITTALS: ONE TEST FOR 5,000 SQUARE FEET PER 12" DEPTH OF 2 PER LIFT.
6. THE GEOTECHNICAL ENGINEER SHALL BE THE OWNER'S REPRESENTATIVE TO CONTROL THE PLACEMENT OF COMPACTED FILL. THE GEOTECHNICAL ENGINEER SHALL APPROVE THE SUBGRADE PREPARATION, THE FILL MATERIALS, THE METHOD OF PLACEMENT AND COMPACTION, AND SHALL GIVE WRITTEN APPROVAL OF THE COMPLETED FILL TO THE OWNER, ENGINEER AND CONTRACTOR.
7. THE SOILS REPORT / PREPARATION RECOMMENDATIONS ARE TO BE CONSIDERED A PART OF THESE PLANS AND SHALL BE FOLLOWED WITH BY THE CONTRACTOR.
8. ALL EARTHWORK AND GRADING SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE FOUNDATION INVESTIGATION REPORT.
9. IN THE EVENT FOUNDATION EXCAVATIONS ARE CARRIED TO A DEPTH GREATER THAN REQUIRED, THE ADDITIONAL DEPTH SHALL BE FILLED WITH THE SAME CONCRETE AS THAT USED FOR FOOTING AT NO ADDITIONAL EXPENSE TO THE OWNER. NO UNCONTROLLED FILL WILL BE PERMITTED.
10. THE FINISHED EXCAVATIONS SHALL BE FREE FROM LOOSE MATERIAL AND STANDING WATER.
11. CARE SHOULD BE TAKEN TO SHAPE THE BUILDING AREAS SUCH THAT WATER WILL NOT POND AROUND THE STRUCTURE DURING CONSTRUCTION AND CAUSE THE BEAR SUBGRADE SOILS TO SWELL. THE FINISHED GROUND SURFACE SHALL BE SLOPED FROM ALL BUILDING CORNERS WHICH MIGHT ALLOW STANDING WATER TO COLLECT AFTER COMPLETION OF THE SITE IMPROVEMENTS.
12. WHEN THE STRUCTURE IS COMPLETE, THE GROUND SURFACE SHOULD SLOPE AWAY FROM THE STRUCTURE ARE DOWN NORTH. SHOULD CARRY RUNOFF WATER A TOTAL FEET FROM THE BUILDING PERIPHERY AND WITH PAVED AREAS OR SWALES BEFORE DISCHARGING.
13. DO NOT PLANT OF LEAVE IN PLACE TREES, BUSHES, SHRUBS, OR OTHER VEGETATION IN THE PERIMETER OF THE STRUCTURE. ALLOW ROOTED TREES HAVE POTENTIAL TO REMOVE MOISTURE FROM BENEATH THE BUILDING IF PLANTED, QUITE ENOUGH TO ALLOW THE ROOT BALL TO EXTEND FAR OR BENEATH THE BUILDING.
14. ANY FOUNDATION CONCRETE WHICH DRIES UNDER TO DISAPPEAR WATER IF AMOUNT OF 5 FEET FROM THE PERIMETER OF THE STRUCTURE.

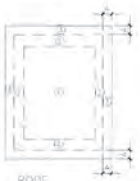
DESIGN CRITERIA

DESIGN LOADS, STRUCTURAL ANALYSIS AND PREPARATION OF STRUCTURAL DRAWINGS IS BASED UPON THE FOLLOWING CRITERIA:

1. CODE: IBC 2018
2. LATERAL LOADS:
   A. WIND SPEED (ULT): 130 MPH
   B. EXPOSURE CATEGORY: ENCLOSURE
3. VERTICAL LOADS:
   ROOF
   a. DEAD LOAD: 15 PSF
   b. LIVE LOAD - REDUCIBLE: 20 PSF
   c. WIND UPLIFT LOAD: SEE TABLE BELOW
   d. COLLATERAL: SEE MECH PLANS
4. GEOTECHNICAL ENGINEERING REPORT: OWNER DID NOT PROVIDE, ASSUMED BEARING CAPACITY: 1500 PSF

EQUIPMENTS & CLADDING

BASIC WIND PRESSURE (IBC 2018 - ASCE 7-16) (EXPOSURE C AT 60 FEET)				
EFFECTIVE WIND AREA (SF)	ZONE	GCpn (IBC)	(-)EFFECTIVE WIND PRESSURE (PSF)	
10	1	0.554	-19.41	-14.42
20	1	0.554	-19.41	-14.42
50	1	0.554	-19.41	-14.42
10	2	1.163	-40.74	-35.75
20	2	1.163	-40.74	-35.75
50	2	1.163	-40.74	-35.75
10	3	1.649	-57.78	-52.79
20	3	1.649	-57.78	-52.79
50	3	1.649	-57.78	-52.79



SHOP DRAWINGS AND SUBMITTALS

1. SHOP DRAWINGS SHALL BE PREPARED AND SUBMITTED FOR REVIEW TO THE STRUCTURAL ENGINEER FOR EACH STRUCTURAL BUILDING MATERIAL AS INDICATED IN THE STRUCTURAL GENERAL NOTES AND THE CONTRACT SPECIFICATIONS. SEE THE "CONTRACT DOCUMENTS FOR SUBMITTAL PROCEDURES, NO. COPIES, ETC.
2. SHOP DRAWINGS SHALL BE DRAWINGS THAT BEAR THE LETTERING THAT IS CLEARLY LEGIBLE. SHOP DRAWINGS SHALL NOT CONTAIN MANUFACTURER'S OR CONTRACTOR'S LETTERHEAD OR FORMAT.
3. SHOP DRAWINGS SHALL NOT HAVE MATERIALS FOR MORE THAN ONE LEVEL OF THE SAME PLAN.
4. SHOP DRAWINGS SHALL SHOW CLEAR AND COMPLETE INFORMATION FOR THE FABRICATION (USING SHEETS AND/OR MATERIAL LISTS) AND INSTALLATION.
5. ALLOW A MINIMUM OF TEN (10) DAYS FOR REVIEW OF EACH SET OF SHOP DRAWINGS.
6. CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS SUBMITTED BY THE SUBCONTRACTOR AND INCORPORATE SHOP DRAWINGS WITH ALL OTHER REVIEWS.
7. CONTRACTOR SHALL ANSWER ALL QUESTIONS IN CLARIFICATIONS BY THE SUBCONTRACTOR BEFORE SUBMITTING TO ENGINEER FOR REVIEW. HE/SHE SHALL CHECK THAT THE CONSTRUCTION CHANGE NUMBER WITH THE INFORMATION ON THE DRAWINGS SHALL BE CLEARLY BE MARKED FOR ENGINEER FOR REVIEW.
8. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS. DO NOT REMOVE STRUCTURAL MATERIAL.
9. REVIEW BY SHOP DRAWINGS BY THE ENGINEER IS FOR GENERAL CONFORMANCE TO THE CONSTRUCTION DRAWINGS.
   APPROVAL OF THE SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR FROM ANY AND ENTIRE RESPONSIBILITY FOR ANY DEVIATIONS INCLUDED ON THE SHOP DRAWINGS.
10. A CHANGE IN ANY DISCREPANCY BETWEEN THE STRUCTURAL DRAWINGS AND SHOP DRAWINGS, THE INFORMATION SHOWN ON THE STRUCTURAL DRAWINGS (WHICH REPRESENTS WHAT IS NOT INDICATED ON THE SHOP DRAWINGS SHALL BE ESTIMATED FROM THE STRUCTURAL DRAWINGS UNLESS SUBMITTALS FOR THE FOLLOWING ITEMS:
   1. CONCRETE MIX DESIGN
   2. WORK COMPOSING FOR CONCRETE
   3. REINFORCING STEEL
   4. STRUCTURAL STEEL
   5. LOCKERS AND ENCLOSED

STRUCTURAL STEEL

1. MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
   STRUCTURAL STEEL (ANGLE SHAPES, AND PLATES): ASTM A36
   STEEL PIPES: ASTC GRADE B (Fy=35 KSI)
   STEEL TUBES: ASTC GRADE B (Fy=46 KSI)
   HIGH BOLTED SHAPES: ASTC A325-N, SNUG-TIGHTENED WITH STANDARD WASHERS (UNLESS OTHERWISE NOTED)
   WELDING: ELECTRODE WITH MINIMUM TENSILE STRENGTH OF 70 KSI
2. ALL STRUCTURAL STEEL SHALL BE FABRICATED, ERECTED AND ERECTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS AMENDED TO DATE AND ARE A USE OF STANDARD PRACTICE, LATEST EDITION AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
   MARKINGS AS FOLLOWS:
   SECTION 4.2.1, DELETE FIRST TWO SENTENCES
   SECTION 7.5, ANY REFERENCE TO OWNER SHALL BE CHANGED TO GENERAL CONTRACTOR.
   SECTION 10.2 THE CONTRACTOR SHALL PROVIDE THE DESIGNED AND SCHEDULE OF FILLER/JOINT OF NON-SLIP SUPPORTING STEEL FRAMES.
   SECTION 10.3.4, THE CONTRACTOR TO DESIGN SHOPES, BRACE OR JOINTS.
3. WELDING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION AS PUBLISHED BY THE AMERICAN WELDING SOCIETY, EXCEPT THAT ALL WELDING SHALL BE DONE BY THE ELECTRIC ARC PROCESS. ALL WELDING SHALL BE PERFORMED BY CERTIFIED WELDERS AND SHALL CONFORM TO AWS D1.1-98 DETAILED AND OR SCHEDULED CONNECTIONS HAVE BEEN DESIGNED BY CRITERIA GIVEN HEREIN AND CONNECTIONS NOT DETAILED OR SCHEDULED IN ACCORD FOR FABRICATION PURPOSES SHALL BE NOTED AND
4. DETAILED BY FABRICATOR AND SHALL BE MARKED FOR ENGINEERS VERIFICATION. FABRICATOR SHALL AND BE FRAMED, CONNECTIONS SHALL CONFORM EQUIVALENT THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE TABLES OF UNIFORM CONSTANTS, PART 3 OF THE AISC MANUAL OF STEEL CONSTRUCTION FOR THE GIVEN BEAM SPAN AND GRADE OF STEEL SPECIFIED. THE EFFECTS AND CONCENTRATED LOADS MUST BE TAKEN INTO ACCOUNT. SEE ARCHITECTURAL PLANS FOR WOOD LAMINATED TYPE, THEIR NOT INDICATED ON STRUCTURAL DRAWINGS, SIZES SHOWN ON ARCHITECTURAL DRAWINGS AND NOT SPECIFIED ON THE STRUCTURAL DRAWINGS SHALL BE DESIGN BY THE STEEL FABRICATOR. SEE DESIGN CRITERIA FOR LOADING.
5. ALL WELDED CONNECTIONS SHALL BE MADE USING 1/4" FILLET WELD, U.N.O.
6. ALL BOLTED CONNECTIONS SHALL BE MADE USING 3/4" DIAMETER HIGH STRENGTH BOLTS ASTM A325 BEARING TYPE CONNECTION AS MINIMUM WITH FIELD SHALL ON DESIGN DRAWINGS. SPECIAL INSPECTION REQUIRED FOR ALL HIGH STRENGTH BOLTING.
7. ALL CONNECTION PLATES AND REINFORCING SHALL BE MADE WITH 1/4" THICK PLATES, UNLESS OTHERWISE NOTED ON PLANS.
8. ALL STEEL EXPOSED TO THE WEATHER SHALL BE HOT-DIPPED GALVANIZED (HDGALV) STEEL AFTER FABRICATION PRIMER OF PAINTING.
9. ALL EXPOSED STEEL SHALL EXCEPT SECTION 10.3.2 OF THE CODE OF STANDARD PRACTICE OF AISC SECTION SHALL NOT BE USED ADDRESSED MECHANICALLY EXPOSED STRUCTURAL STEEL, U.N.O.
10. LUBRICATIONS SHALL BE PER YIELDING DIRECTIONAL OF BOTH CONNECTIONS MANUAL BY AISC.
11. WHERE STEEL JOIST BEARS THROUGH CMU WALLS, PROVIDE MASONRY MUST HAVE SHIM BETWEEN THE TOP AND THE STEEL JOIST. PROVIDE ELASTOMERIC MATERIAL BETWEEN THE STEEL JOIST AND CMU WALL.
12. ALL BEARING JOIST SHALL BE WELDED. ALL COMPLETE JOIST SHALL BE ACCORDANCE WITH THE STEEL JOIST INSTITUTE.
13. PROVIDE SAND LOAD OF RISE PLUS ALLOWABLE, ADJUSTABLE SHALL INCLUDE CAMBER DATA.
14. ALL STEEL USED IN STRUCTURAL FABRICATION INCLUDING BUT NOT LIMITED TO CLEVISES, BEAM BRACKETS, BASE PLATES, BOLTS, NUTS, WASHERS, AND MISCELLANEOUS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.

CAST-IN-PLACE CONCRETE

1. GENERAL: ALL DIMENSIONS COORDINATE WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND OR ENGINEER OF ANY EXISTING ERRORS.
2. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE RECOMMENDATIONS, ACI 318-11 OR LATEST EDITION.
3. ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, AND ALL ACCESSORIES UNLESS OTHERWISE NOTED, SHALL BE IN ACCORDANCE WITH THE ACI STANDARD OF STANDARD PRACTICE FOR DETAILED REINFORCED CONCRETE" ACI 315, LATEST EDITION.
4. THE MINIMUM 28 DAYS COMPRESSION STRENGTH SHALL BE AS FOLLOWS:

LOCATION	STRENGTH AT 28 DAYS	MAXIMUM SLUMP	MAXIMUM AGGREGATE
FOUNDATION	3000 PSI	5"	1 1/2"
SLAB ON GRADE	3000 PSI	5"	1 1/2"
EQUIPMENT AND BEAMS	4000 PSI	4"	1 1/2"

   PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR II. STRUCTURAL CONCRETE AGGREGATES SHALL CONFORM TO ASTM C 330(1).
   STANDARD WEIGHT
5. ALL CONCRETE SHALL CONTAIN "POZZOLITH" ADMIX TO FOR MANUFACTURER'S SPECIFICATIONS, IN ACCORDANCE WITH ASTM C494 OR ACCEPTABLE EQUIVALENT. WATER REDUCING ADMIXTURES SHALL BE PERMITTED AS CONCRETE.
6. NO HORIZONTAL CONSTRUCTION JOINTS WILL BE PERMITTED IN FLOOR OR BEAMS.
7. REVIEW CONSTRUCTION JOINT IN SLAB ARE TO BE AT MIDDLE OF PLANE OF AS APPROVED BY ENGINEER.
8. ALL REINFORCING BARS SHALL BE NEW MILLS (NEW) AND SHALL CONFORM TO ASTM A615 GRADE 60 SPECIFICATIONS.
9. PROVIDE TURNER RODS AT ALL BEAM BOTTOM AT ALL BEAM CORNERS AND TRIM END BEAM REPRESENTING. BARS TO FINISH TOP AND CONTINUE OF THE NOTED BEAM (TOP BARS SHALL LAP LEAST REMOTE FROM BAR DIAMETER).
10. BARS DETAILED AS CONTINUOUS SHALL BE LAPPED AT BAR DIAMETERS AT SPLICES.
11. EXTEND THE SLAB REINFORCING STEEL PERPENDICULAR TO THE BEAM ALL THE TOP SURFACE BEAM UNLESS BAR OF DIAMETER OR MORE THAT THE SLAB REINFORCING STEEL PARALLEL TO BEAM, NOT MORE THAN 6" FROM THE TOP NODES STRAIGHTEN BAR OF DIAMETER BEAM).
12. PROVIDE 45° BARS, 1'-0" ON LENGTH WHERE THE SLAB STEPS DOWN MORE THAN 6". THE "S" BARS SHALL LAP THE MAIN SLAB REINFORCING STEEL AS BAR DIAMETERS.
13. ALL TOPMAT OF PLUMBING LINES IN SLAB SHALL BE PLACED BELOW SLAB REINFORCING AND CONDUIT TO BE NO GREATER THAN 1" DIAMETER AND TO PLACED AN CENTER OF SLAB. NO PLUMBING LINES GREATER THAN 1" WITH ALLOWED IN THE SLAB.
14. ALL REINFORCING SLAB ON GRADE SHALL BE SUPPORTED ON CHAIRS, BOLSTERS, BLOCKS OR SPACERS SO THAT THE REINFORCING IS NOT LESS THAN 1" FROM THE BOTTOM OF SLAB.
15. ALL CONCRETE SHALL BE PROTECTED FROM RAPID DRYING BY CURING WITH WATER OR APPROVED CURING COMPOUND.
16. THE WATER REMAINING BELOW ALL SLAB GRADE SHALL BE 10 LBS. POLYETHYLENE WITH ALL JOINTS LAPPED 12" DIAMETERS AND SEALED WITH WATER BARRIER TAPE OR EQUAL TO BE LAID SO AS TO BEAR AGAINST THE SOIL NOT PLACE WATER BARRIER AGAINST TRENCH BOTTOM.
17. WHERE CONCRETE IS PLACED IN TRENCHES (FOOTING BEARING) AREA FROM SLAB.
18. FLOOR FLATNESS AND LEVELNESS
   F-NUMBER SYSTEM
   (OVERALL VALUES) FF 25 FL 20
   (COMPUTED SUPERFLAT VALUES) FF 50 FL 30
   IN ALL INDICATED MINIMUM SLAB THICKNESS SHALL BE GREATER.
   SUBGRADE SLAB CONFORM WITH ARCHITECTURAL PLANS.
19. CURING CONCRETE SHALL BE PLACED WITHIN FORTY-EIGHT HOURS AFTER CONCRETE HAS BEEN PLACED. CONCRETE SHALL BE MAINTAINED ABOVE 50 DEGREES F. AND IN A MOIST CONDITION FOR AT LEAST THE FIRST SEVEN (7) DAYS AFTER PLACEMENT.
20. REQUIREMENTS FOR COLD AND HOT WEATHER SHALL BE PER ACI SPECIFICATIONS 305R-91 AND 306-91.
21. CONCRETE COVER FOR REINFORCING AS FOLLOWS:
   a. DRILLED PIERS, FOOTINGS AND OTHER PRINCIPAL STRUCTURAL MEMBERS AS SHOWN (CONCRETE IS DEPOSITED AGAINST GROUND): 3"
   b. WHERE CONCRETE SURFACES ARE TO BE FORMING OF CONC. ARE EXPOSED TO WEATHER OR GROUND:
      FOR BARS GREATER THAN 1/2" IN DIAMETER: 2"
      FOR BARS 5/8" OR LESS IN DIAMETER: 1 1/2"
   c. WHERE SURFACES ARE NOT DIRECTLY EXPOSED TO WEATHER OR GROUND:
      FOR SLAB OR GRADE (FROM TOP OF SLAB): 1 1/2"
      FOR BEAMS, COLUMNS AND WALLS: 1 1/2"
      FOR COILS AND SHELLS: 1"
22. ANCHOR BOLTS, SLEEVES, INSERTS, ETC. SHALL BE SECURELY TIED IN PLACE PRIOR TO PLACING CONCRETE.
23. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR ALL SLEEVES, CHASES, RECESSES, DEPRESSIONS, CURBS, PIPES, CONDUITS, INSERTS, ETC. NOT SHOWN ON STRUCTURAL DRAWINGS. COORDINATE SLEEVES FOR PLUMBING AND ELECTRICAL CONDUITS AND PIPES. NO PIPES OR SLEEVES SHALL BE PLACED IN CONCRETE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. SLEEVES SHALL BE PLACED AS APPROVED BY THE ENGINEER.
24. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED.
25. UTILITIES SHALL NOT BE PLACED THROUGH SLAB EXCEPT WHERE SHOWN ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE ENGINEER. IF ANY UTILITIES ARE DAMAGED BY THE SLAB, NOTIFY ENGINEER IMMEDIATELY.
26. READY-MIX CONCRETE SHALL COMPLY WITH RECOMMENDATIONS OF ASTM C94. WHEN AIR TEMPERATURE IS ABOVE 90°F, REDUCE MIXING AND DELIVERY TIME FROM 90 MINUTES TO 75 MINUTES. WHEN AIR TEMPERATURE IS ABOVE 80°F, REDUCE MIXING AND DELIVERY TIME TO 60 MINUTES.
27. PROVIDE ADDITIONAL REINFORCING STEEL IN STANDARD DETAILING FOR USE ON THE PROJECT AS DIRECTED BY THE STRUCTURAL ENGINEER (SEE ADDITIONAL NOTES):
   No. 3 - 3'0 OC

STRUCTURAL STEEL WELDED CONNECTIONS

1. ALL SHOP AND FIELD WELDS SHALL BE MADE BY WELDERS AND WELDING BOOTH OPERATORS WHO HAVE BEEN QUALIFIED AND CERTIFIED BY AWS STANDARD QUALIFICATION PROCEDURES FOR THE TYPE OF WELDS AND POSITIONS INVOLVED.
2. WELDS SHALL BE MADE WITH ELECTRODES AND STEEL THICKNESS CONFORMING WITH AWS D1.1.
3. SPECIFIC CONNECTIONS SHALL BE PROVIDED IN ACCORDANCE WITH AISC MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
4. ALL COMPLETE PENETRATION WELDS, BOTH SHOP AND FIELD, SHALL BE TESTED BY A QUALIFIED TESTING LABORATORY. ULTRASONIC TESTING METHOD SHALL BE USED. ALL WELDS SHALL BE TESTED AS DIRECTED BY THE ENGINEER OR HIS REPRESENTATIVE. ALL WELDS SHALL BE TESTED AT APPROXIMATELY 10% OF THE WELDS. ALL WELDS SHALL BE SELECTED BY THE ENGINEER OR HIS REPRESENTATIVE.
5. WHERE BEAMS, GIRDERS, OR TRUSSES BEAR ON STEEL SUPPORTS, THE BEARING SURFACES SHALL BE MILLED OR FINISHED TO PROVIDE UNIFORM BEARING. BEARING PLATES SHALL BE SET TO EXACT ELEVATIONS AND SHALL BE GROUTED TO THE BEARING SURFACE WITH NON-SHRINK GROUT.
6. WHERE BEAMS OR TRUSSES ARE CONNECTED TO THE TOP OF COLUMNS, LATERAL SUPPORT SHALL BE PROVIDED BY EMBEDDING THE TOP FLANGE IN CONCRETE OR BY OTHER APPROVED METHODS.
7. FIELD WELDS AND BOLTED CONNECTIONS SHALL BE VISUALLY INSPECTED BY A QUALIFIED INDEPENDENT INSPECTOR. THE INSPECTOR SHALL PREPARE A WRITTEN REPORT TO THE STRUCTURAL ENGINEER.
8. A SINGLE LETTERING FOR SHOP DRAWINGS AND SHOP DRAWINGS SHALL BE PREPARED FOR ALL STRUCTURAL STEEL FABRICATION AND SUBMITTED FOR REVIEW BY ENGINEER. ENGINEERING DRAWINGS SHALL NOT BE REPRODUCED AND USED AS SHOP DRAWINGS.
9. THE CONTRACTOR SHALL REVIEW AND APPROVE SHOP DRAWINGS BEFORE SUBMITTING THEM TO THE ARCHITECT/ENGINEER FOR REVIEW. THE CONTRACTOR SHALL ALLOW ARCHITECT/ENGINEER 10 WORKING DAYS FOR REVIEW OF SHOP DRAWINGS.

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DATE: APRIL 3, 2023

REVISION:	DATE:	DESCR:

PROJECT: # 23.106

METAL CARPORT
6029 N. EXPRESSWAY
281
EDINBURG, TEXAS

STRUCTURAL GENERAL NOTES

S0

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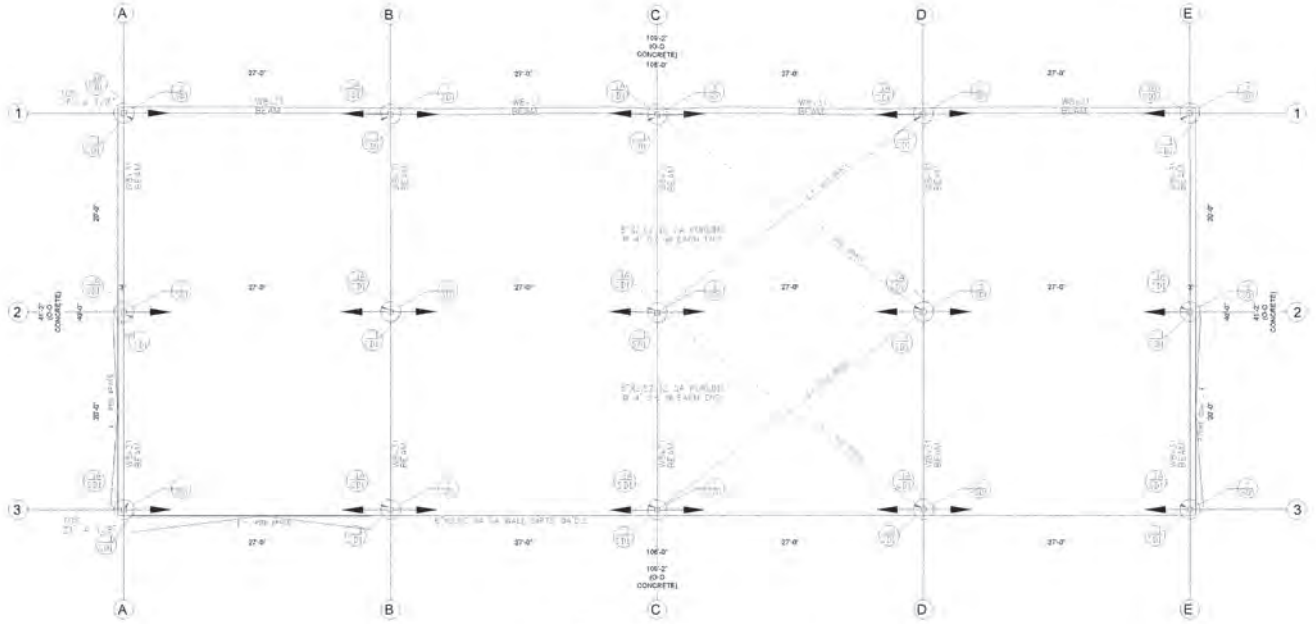

1 FRAMING PLAN

CONTRACTOR TO VERIFY ALL OPENINGS W/OWNER BEFORE COMMENCING PROJECT

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DATE: APRIL 3, 2023

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PROJECT: # 23.106

METAL CARPORT
6029 N. EXPRESSWAY 281
EDINBURG, TEXAS

STRUCTURAL PLAN

S1

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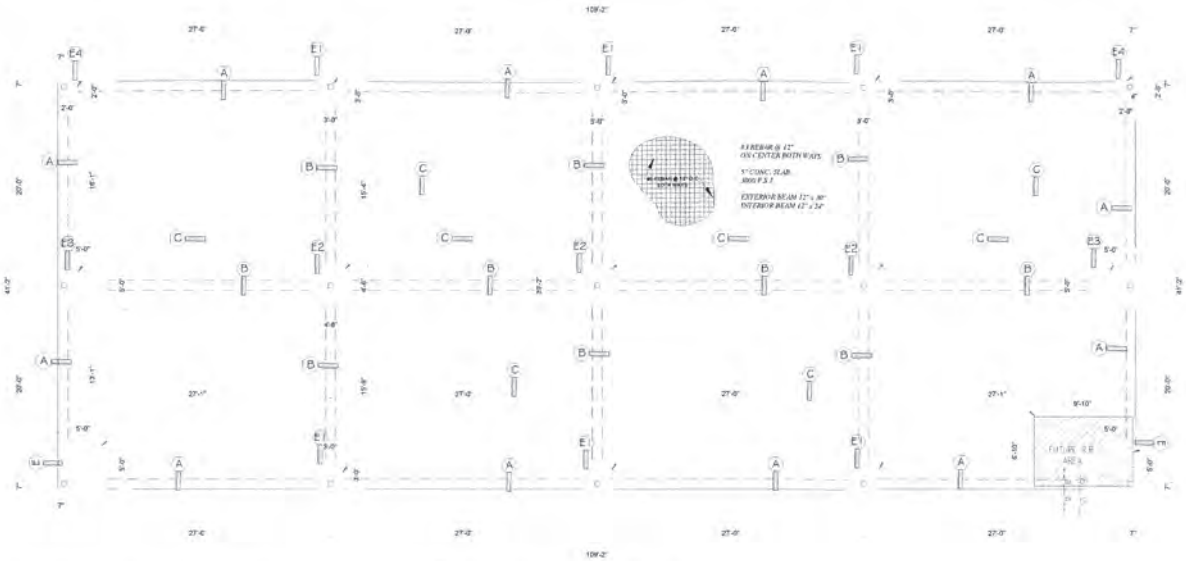


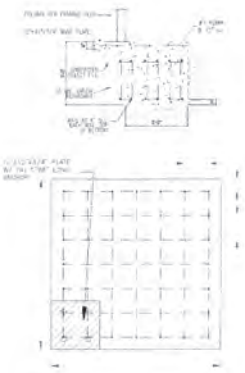
*CONTRACTOR TO VERIFY ALL OPENINGS W/OWNER BEFORE COMMENCING PROJECT.

1 FOUNDATION PLAN
SCALE: 1/4"=1'-0"

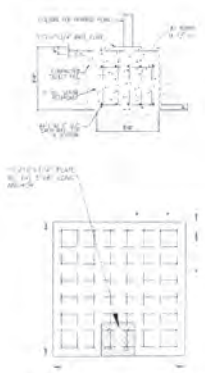
A SECTION EXT. BEAM
NOT TO SCALE

B SECTION INTERIOR BEAM
NOT TO SCALE

C CONTRACTION JOINT DETAIL
NOT TO SCALE



E 5'X5'X3' FOOTING
NOT TO SCALE



D 3'X3'X3' FOOTING
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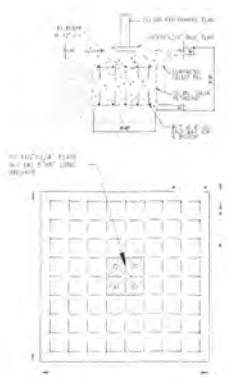

F 6'X4 5'X3' FOOTING
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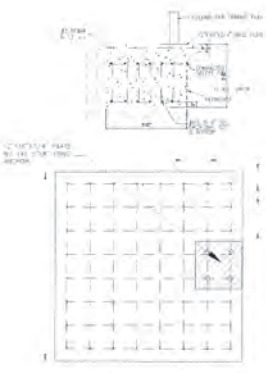
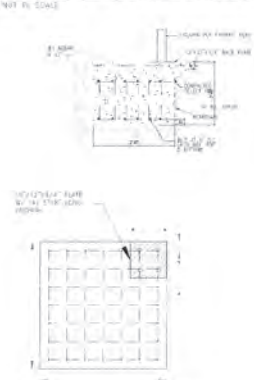


G 5'X5'X3' FOOTING
NOT TO SCALE



H 2'X2'X3' FOOTING
NOT TO SCALE

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JUAN ALONZO JR
130035
LICENSED
PROFESSIONAL ENGINEER

DATE: APRIL 3, 2023

REVISION:	DATE:	DESCR:

PROJECT: # 23.106

METAL CARPORT
6029 N. EXPRESSWAY 281
EDINBURG, TEXAS

FOUNDATION PLAN

S1-A

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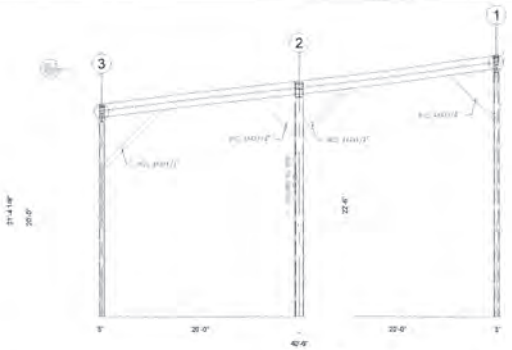
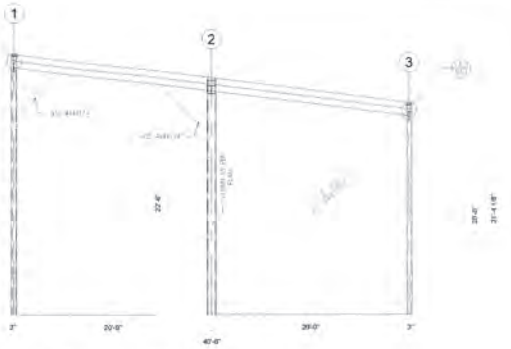
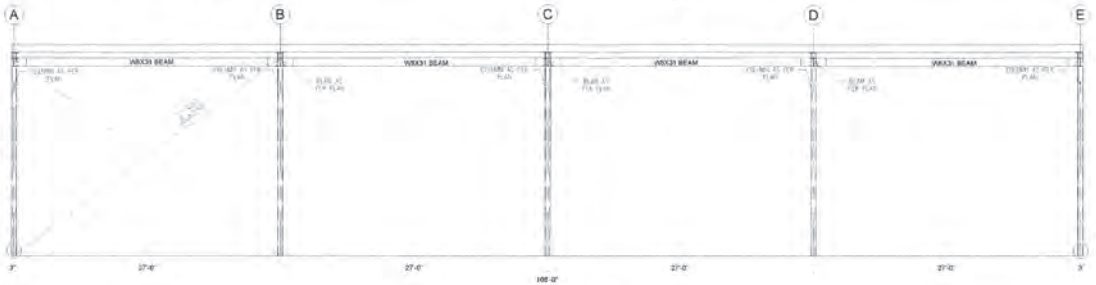


VERIFY ALL HEIGHT MEASUREMENTS WITH OWNER

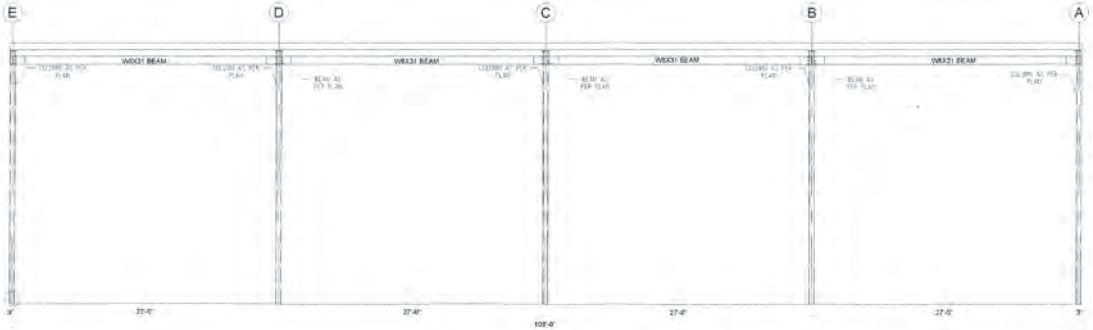
1 FRAMING ELEVATION B,C,D



2 FRAMING ELEVATION A,E



3 FRAMING ELEVATION



4 FRAMING ELEVATION

ALTEX ENGINEERING
TBPE FIRM F-19737
325 W. 2ND ST
Mercedes, TX 78570
(956) 294-1241
JALONZO@ALTEXENG.COM
www.altexeng.com

THESE DRAWINGS AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF ALTEX ENGINEERING LLC FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY OTHER PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THESE DOCUMENTS IS THE PROJECT ENGINEER OF RECORD WHO BEARS LEGAL RESPONSIBILITY FOR THE PERFORMANCE OF THE RELATIVE TO THE PUBLIC HEALTH SAFETY, AND WELFARE, NO OTHER PARTY WHETHER OR NOT A PROFESSIONAL ENGINEER MAY COMPLETE, CORRECT, REVISE, DELETE OR ADD TO THESE DOCUMENTS OR PERFORM INSPECTIONS OF THE WORK WITHOUT THE WRITTEN PERMISSION OF THE SEAL

DATE: APRIL 3, 2023

REVISION:	DATE:	DESCR:

PROJECT: # 23.106

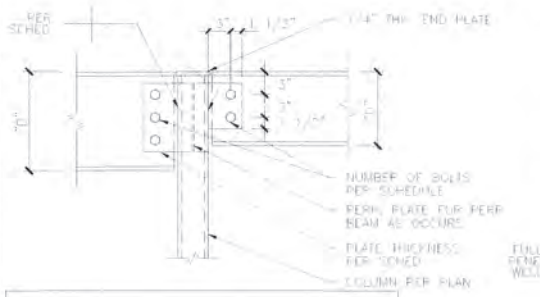
METAL CARPORT
6029 N. EXPRESSWAY 281
EDINBURG, TEXAS

STRUCTURAL ELEVATIONS

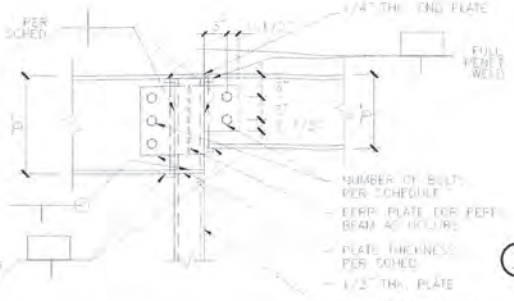
S1-B

FOR: CC TRUCKERS

COPYRIGHT 2023



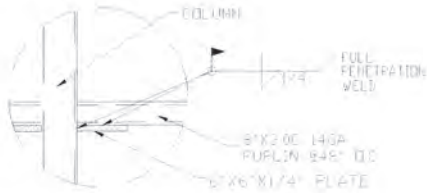
1 STEEL BEAM CONNECTION
N.T.S.



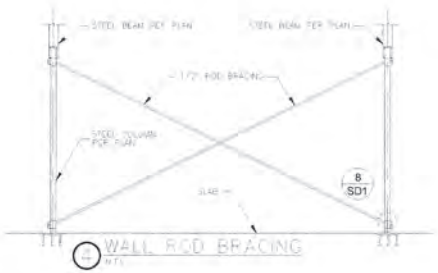
1A STEEL BEAM MOMENT CONNECTION
N.T.S.

2'-1 1/4" LAP 2'-1 1/4" LAP

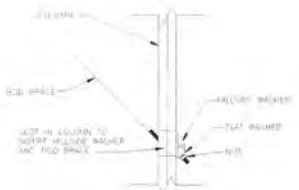
2 Z-PURLIN BRACE DETAIL
N.T.S.



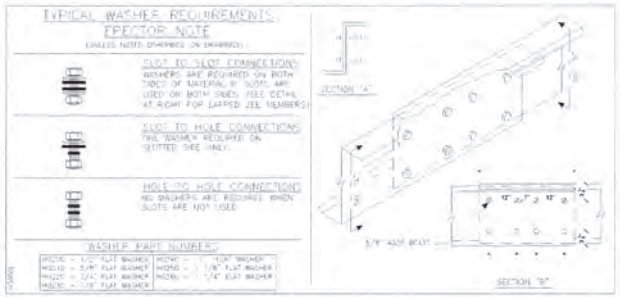
3 PURLIN TO COLUMN CONNECTION DETAIL
N.T.S.



4 WALL ROD BRACING
N.T.S.



5 ROD BRACING DETAIL
N.T.S.



*LAPPING 2'-1 1/4" AT EACH END

6 Z-PURLIN LAPPING DETAIL
N.T.S.

ALTEX ENGINEERING
TBPE FIRM F-19737
325 W. 2ND ST
Mercedes, TX 78570
(956) 294-1241
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DATE: APRIL 3, 2023

REVISION: DATE: DESCR:

PROJECT: # 23.106

METAL CARPORT
6029 N. EXPRESSWAY 281
EDINBURG, TEXAS

STRUCTURAL DETAILS

SD1

FOR: CC TRUCKERS

RECEIVED
NOV 14 2023
By

DIESEL TRUCK REPAIR & PARTS
18 WHEELER
TRUCKERS

Case # RZNE-2023-0169

Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Zone Change Application

Date: 11/8/2023

1. Name: CC TRUCKERS LLC 2. Phone: 956-287-4887

3. Mailing Address: 6029 N. EXPRESSWAY 281

4. City: EDINBURG State: TX Zip: 78542

5. Email Address: gerson@cctruckers.com 6. Cell No. 956-624-2111

7. Agent: Carlos Cantu 8. Agent's Phone: 956-624-2111

9. Agent's Mailing Address: 2213 SUPREME DR

10. City: EDINBURG State: TX Zip: 78542

11. Agent's Email: admin@cctruckers.com

12. Address/Location being Rezoned: 6029 N. EXPRESSWAY 281 EDINBURG TX 78542

13. Legal Description of Property: Tandy's Lot 2 14. Property ID(s): 603890

15. Zone Change: From: Commercial General To: Industrial General

16. Existing Land Use: Diesel Truck Repair & Tire Service & Sales

17. Reason for Zone Change: add truck and auto junk yard parts

Carlos Cantu
(Please Print Name)

Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 4:00 PM: Dec 12th 2023

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Jan 2nd 2023.

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

RECEIVED
NOV 13 2023
By Anaisa

ZONING CASE
OWNER NOTIFICATION LIST

PID: 277724
TCCJ INVESTMENTS LLC
PO BOX 720
EDINBURG, TX 78540-0720

PID: 277729
GONZALEZ ROSENDO JR &
JEAN A
PO BOX 720
EDINBURG, TX 78540-0720

PID: 277732
OLD PYLON TRUCKING LLC
4820 W MONTE CRISTO RD
EDINBURG, TX 78541-5676

PID: 603890
CC TRUCKERS LLC
5001 N HWY 281
EDINBURG, TX 78542

PID: 603886
ULLOA EPIFANIO & TRALISA MARIE
6021 N EXPRESSWAY 281
EDINBURG, TX 78542-1237

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE COMMERCIAL GENERAL (CG) DISTRICT TO INDUSTRIAL, GENERAL (IG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOT 2, TANDY'S SUBDIVISION, LOCATED AT 6029 NORTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and the Industrial, General (IG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 2, Tandy's Subdivision, Located at 6029 North I-69C, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District to Industrial, General (IG) District for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 2023 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on January 16, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District to Industrial, General (IG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and to add it to the Industrial, General (IG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.D.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, Being a 1.30 Acre Tract of Land Out of the East One-Half of Lot 15, Section 233, Texas Mexican Railway Company Survey, Located at 5505 W Schunior Road Unit A, as Requested by Roy Luna Jr. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the north side of West Schunior Street, approximately 900 ft. east of North Depot Road. The property has 25 feet of frontage along West Schunior Street and a total lot area of 1.30 acres. The requested zoning designation is the Residential, Suburban (RS) District which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. The lot is currently vacant and the applicant is seeking a zone change to establish a single-family residential development at this location.

The property is presently zoned Agriculture and Open Space (AO) District. Adjacent zoning to the north, east, south and west is Agriculture and Open Space (AO) District, however adjacent land consists of single-family residential uses and vacant land. The future land use designation is for Suburban Uses at this location.

A building permit application for a new single family construction was submitted on November 11, 2023. Staff received a Zone Change Application for the subject property on December 1, 2023. The zone change is being requested in order to build a new home on the property. To proceed with the proposed project, a rezoning would be required.

Staff mailed a notice of the public hearing to 12 neighboring property owners on Thursday, December 28, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District based on adjacent land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by: **Prepared by:**

Jesus Saenz, Assistant City Manager	Final Approval - 1/12/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Attachments: Roy Luna
B. Ordinance: Roy Luna-AO to RS

MEETING DATES:
PLANNING & ZONING COMMISSION – 1/9/24
CITY COUNCIL –1/16/24
DATE PREPARED – 1/3/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District

APPLICANT: Roy Luna Jr.

AGENT: N/A

LEGAL: Being a 1.30 acre tract of land out of the East one-half of lot 15, Section 233, Texas Mexican Railway Company Survey

LOCATION: 5505 W Schunior Road Unit A

LOT/TRACT SIZE: 1.30 acres

CURRENT USE: Vacant land

PROPOSED USE: Single-family Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO)
South – Agriculture and Open Space (AO)
East – Agriculture and Open Space (AO)
West – Agriculture and Open Space (AO)

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Corporation Water

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District.

REZONING REQUEST
NOELIA LUNA

EVALUATION

The following is staff's evaluation of the request:

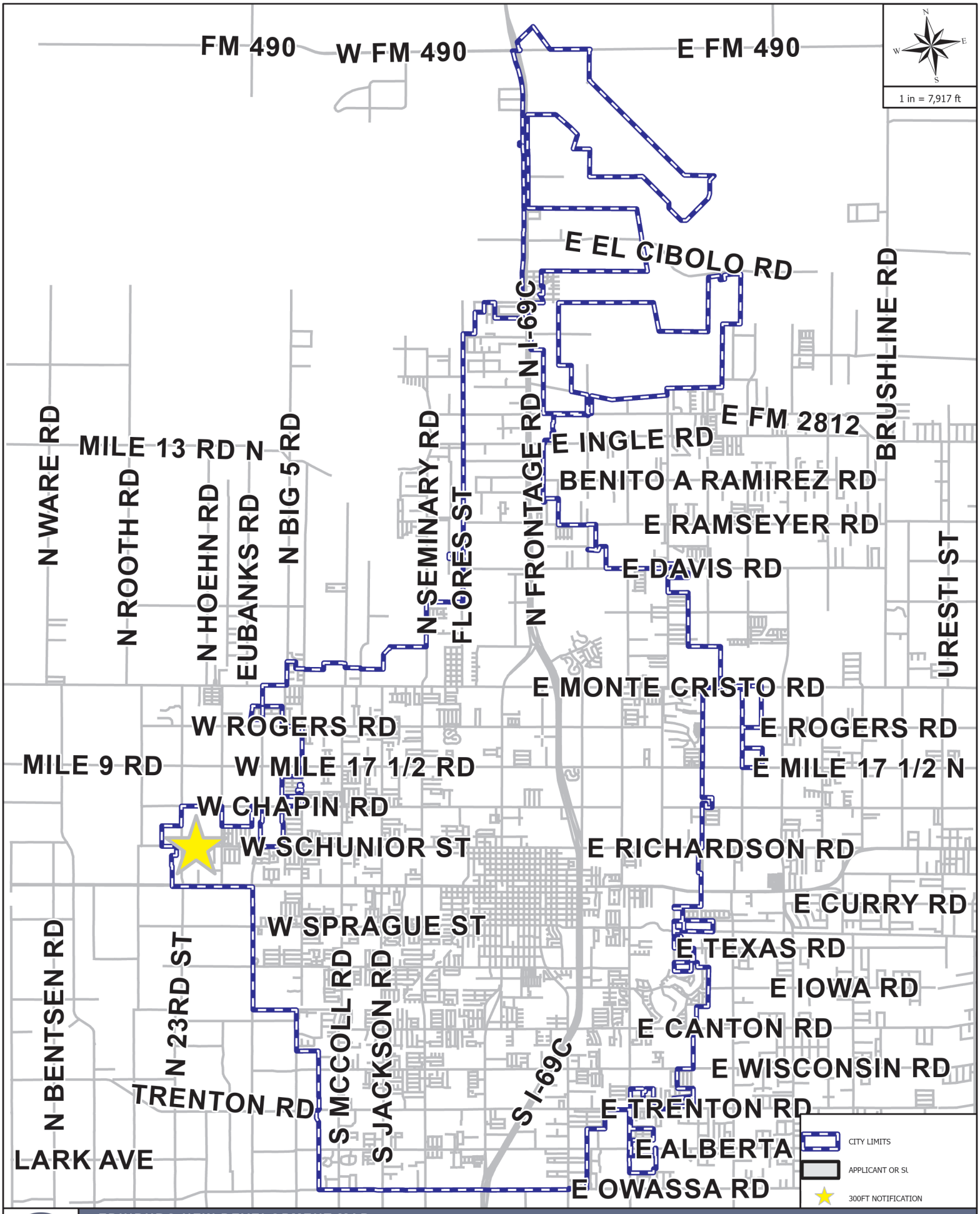
1. The proposed zoning and land use is consistent with the adjacent land uses and character of the area.
2. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District based on adjacent land uses. Based on the surrounding land uses and the proposed use of the property, the requested zone designation is appropriate.

If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

Staff mailed a notice of the public hearing to 12 neighboring property owners on Thursday, December 28, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

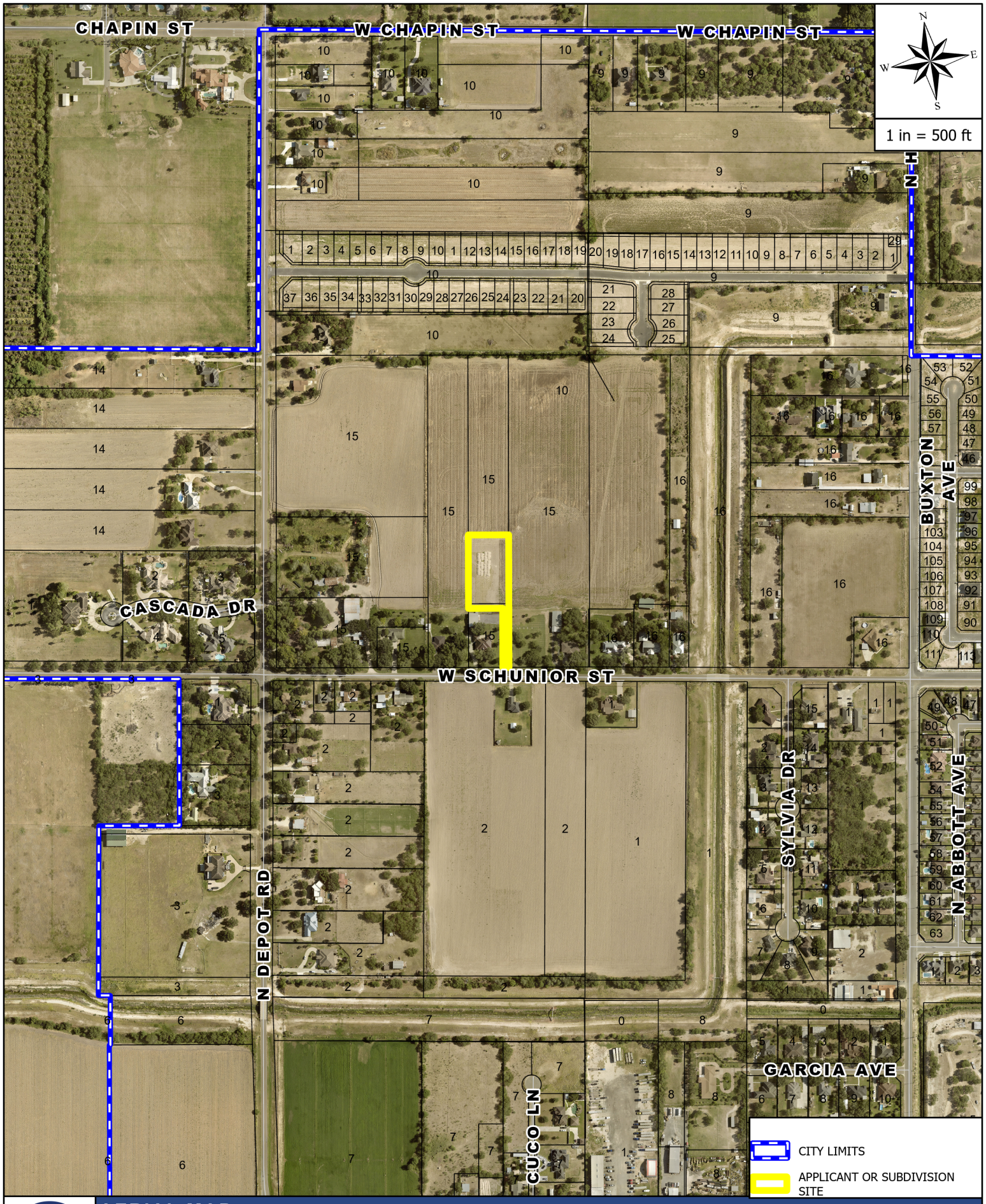
ATTACHMENTS:
Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Photo
Survey
Site Plan
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

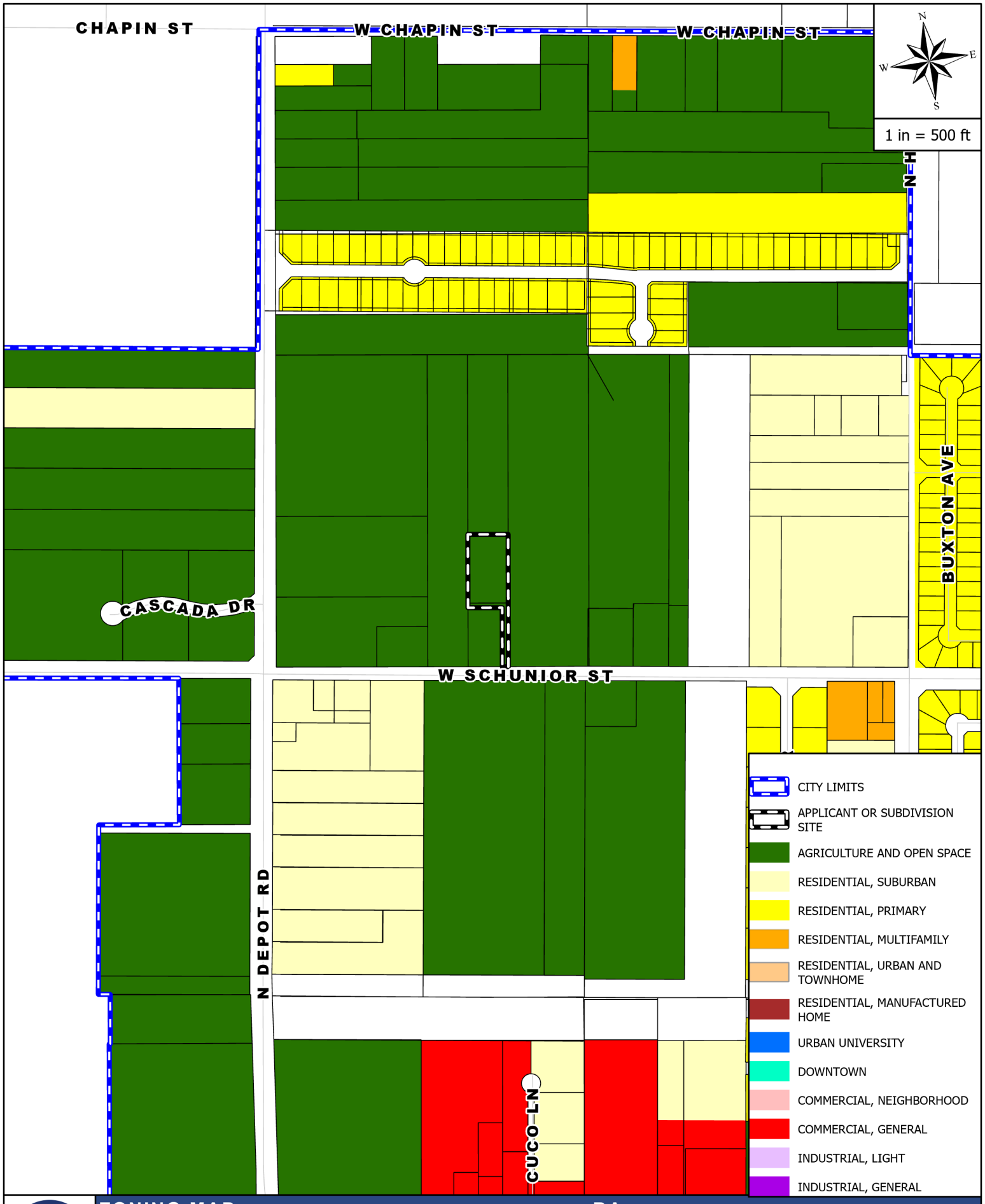
RZNE-2023-0170 ROY LUNA JR



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

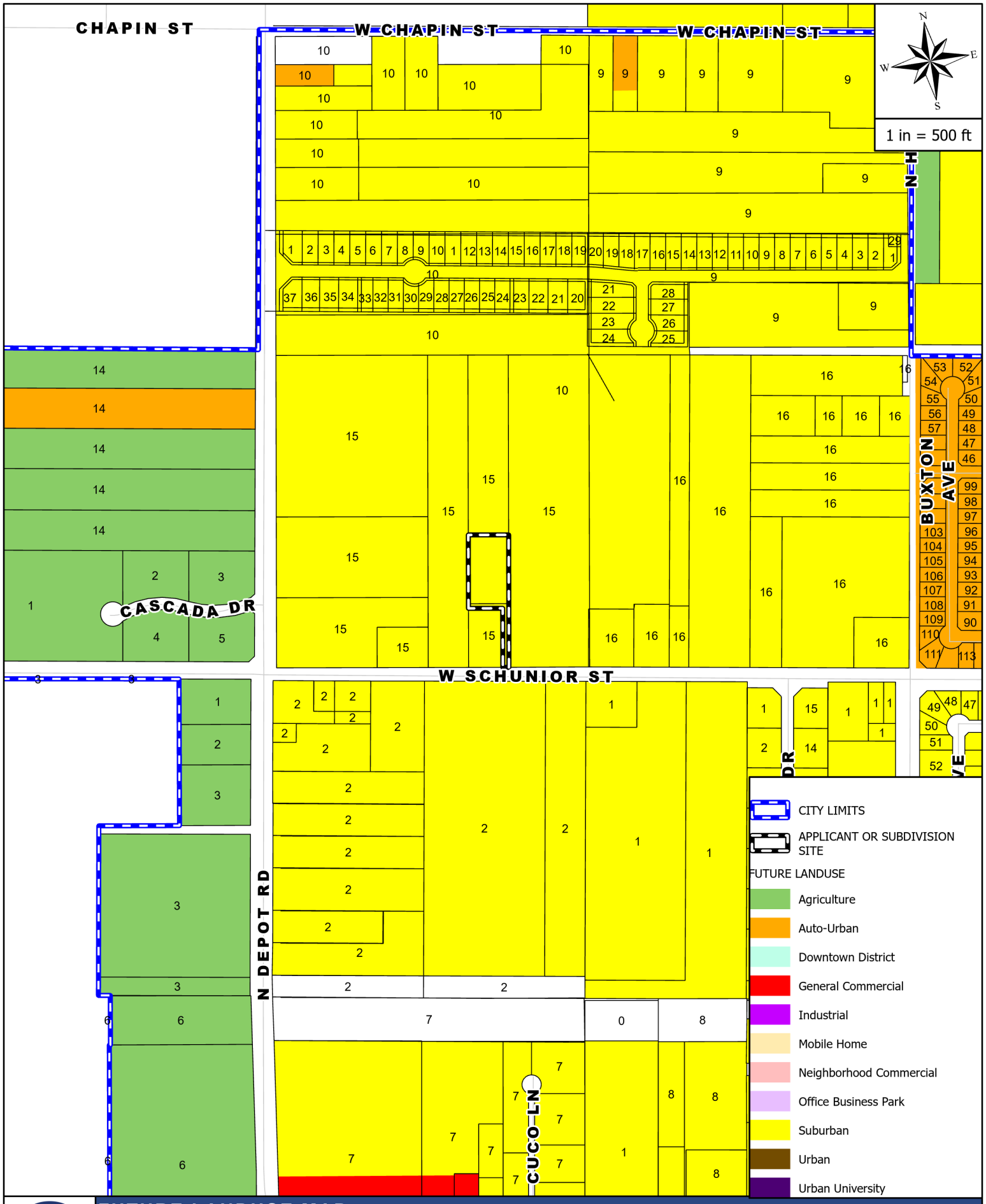
RZNE-2023-0170 ROY LUNA JR



ZONING MAP BA

APPLICANT AND/OR SUBDIVISION:

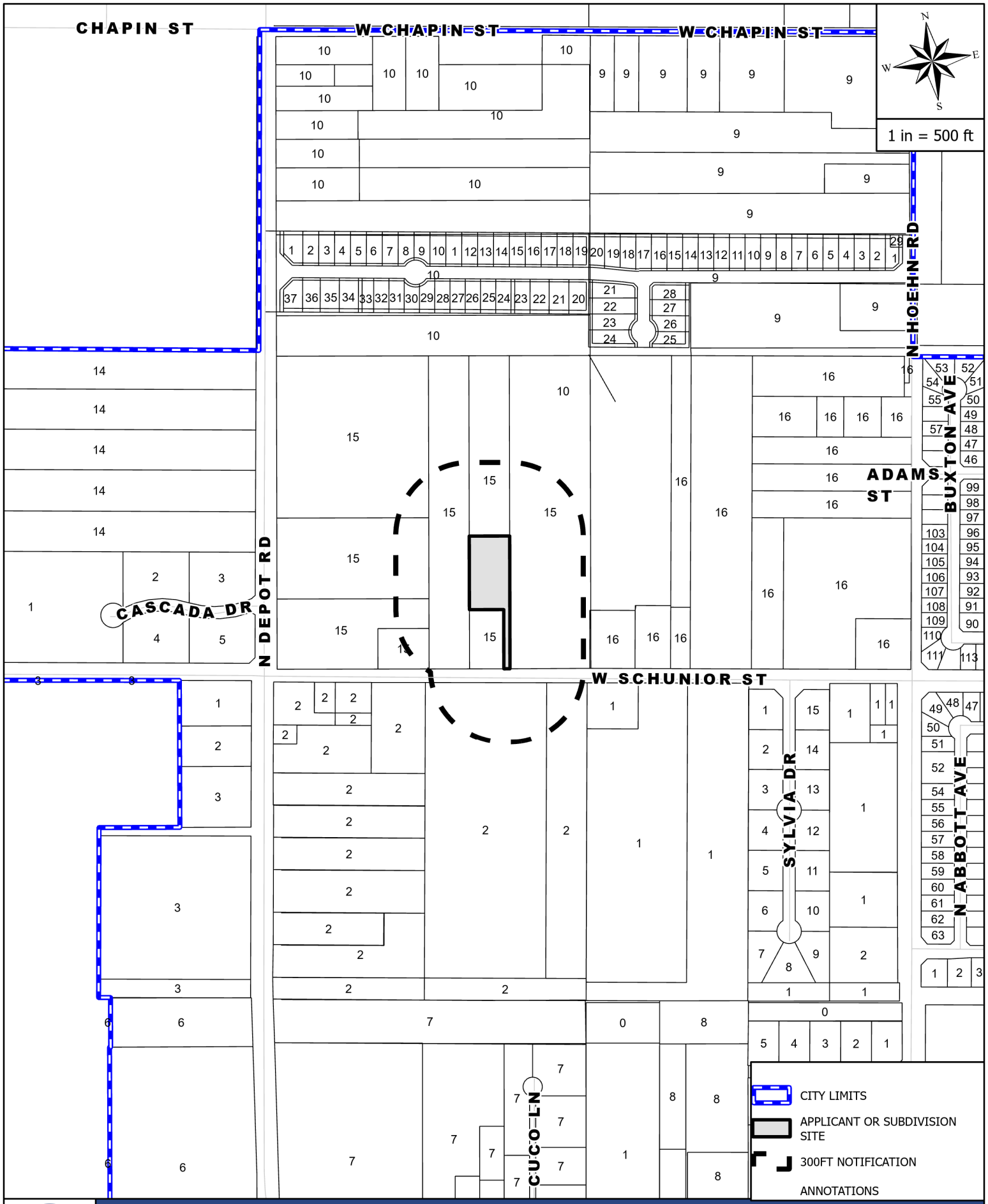
RZNE-2023-0170 ROY LUNA JR



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0170 ROY LUNA JR



MAILOUT AND SITE MAP

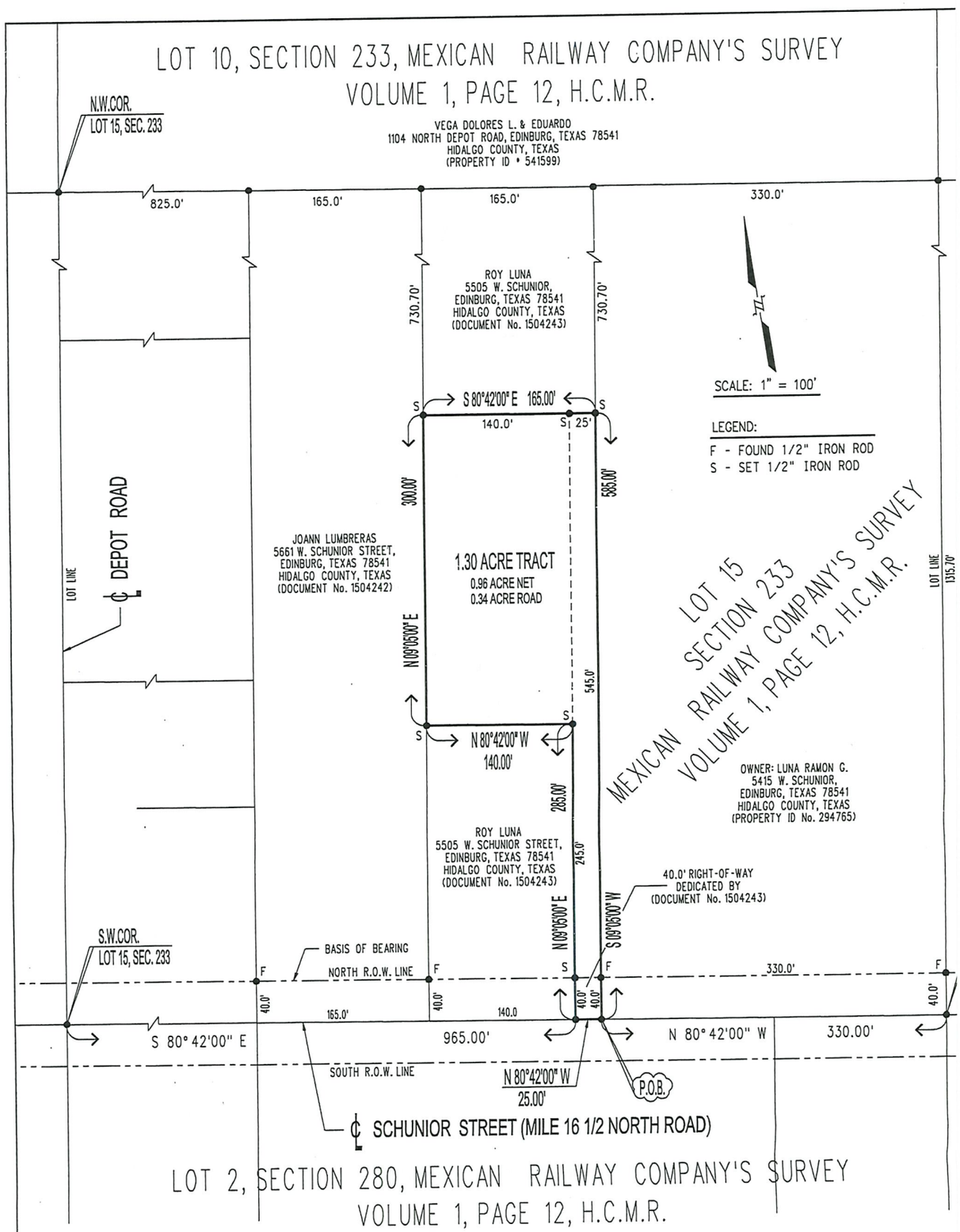
APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0170 ROY LUNA JR

Rezoning Request Site Photo

ROY LUNA JR.

5505 West Schunior Unit A



NOTE :
SUBJECT TO THE CITY OF EDINBURG SUBDIVISION RULES AND REGULATIONS.

NOTE :
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT

FIRM:
FLOOD INSURANCE RATE MAP

COMMUNITY-PANEL NUMBER
480338 0015 E
MAP REVISED: JUNE 06, 2000

FLOOD ZONE " X "

IS DEFIND AS AREAS TO BE DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.

PLAT SHOWING

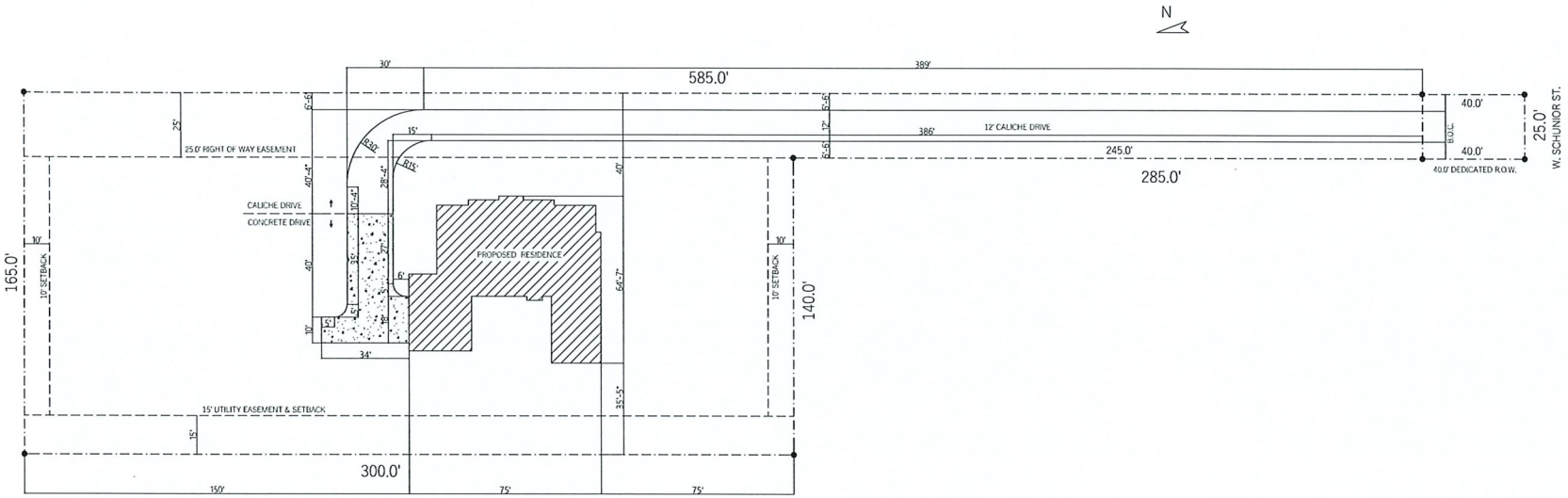
A 1.30 ACRE TRACT OF LAND OUT OF THE EAST ONE-HALF OF LOT FI SECTION TWO HUNDRED THIRTY-THREE (233), TEXAS-MEXICAN RAILWA SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME MAP RECORDS, OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO SOTO JR., REGISTERED PROFES LAND SURVEYOR. STATE THAT THE ABOVE TRUE AND ACCURATE PLAT OR THE LANDS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO DISCREPANCIES. CONFLICT SHORTAGES IN AREA, BOUNDARY LINE CON ENCROACHMENTS, OVERLAPPING OF IMPROV EASEMENTS OR RIGHT-OF-WAYS, EXCEPT A

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFFESIONAL LAND SURVEYC



SITE PLAN

SCALE:3/64" = 1'

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M/A CUSTOM PLANS

3605 HARVEY MCALLEN,TX
(956) 648.6870
MADESIGNS7@GMAIL.COM
WWW.MACUSTOMPLANS.COM

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CONTRACTOR MUST:

- VERIFY ALL DIMENSIONS PRIOR TO ANY CONSTRUCTION OR SITE PREP.
- VERIFY COMPLIANCE WITH CITY ORDINANCE CODES & RESTRICTIONS WHERE STRUCTURE IS TO BE BUILT.
- VERIFY COMPLIANCE WITH ALL SUBDIVISION REQUIREMENTS.

*PLANS INDICATE LOCATION ONLY. ENGINEERING ASPECTS SHOULD INCORPORATE ACTUAL SITE CONDITIONS.

PROJECT INFORMATION

DATE : 11-20-2023

OWNER : LUNA RESIDENCE

SITE : 5505 W. SCHUNIOR ST.
UNIT A
EDINBURG, TEXAS

PROJECT DATA

LIVING :	2,742.0' SF
GARAGE :	632.0' SF
PORCH :	64.0' SF
PATIO :	00.0' SF
TOTAL AREA :	3,438.0' SF

WWW.MACUSTOMPLANS.COM

SHEET No.:

1 of 8

M/A CUSTOM PLANS
PROVIDES A PLAN SERVICE ONLY, AND RETAINS SOLE PROPIETORSHIP OF ALL PLANS, CONSTRUCTION DOCUMENTS, & ORIGINAL DESIGNS

Case # RZNE-2023-0170

THE CITY OF Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Zone Change Application

Date: 11/30/2023

1. Name: Roy Luna Jr 2. Phone: 956-279-5243

3. Mailing Address: 5505 W. Schunior

4. City: Edinburg State: Texas Zip: 78541

5. Email Address: rjluna28@gmail.com 6. Cell No. 956-279-5243

7. Agent: _____ 8. Agent's Phone: _____

9. Agent's Mailing Address: _____

10. City: _____ State: _____ Zip: _____

11. Agent's Email: _____

12. Address/Location being Rezoned: 5505 W Shunior Unit A

13. Legal Description of Property: See Warranty deed

14. Property ID(s): _____

RECEIVED
DEC 01 2023
By AL

15. Zone Change: From: Agricultural To: Single home

16. Existing Land Use: Farming

17. Reason for Zone Change: _____

Roy Luna Jr
(Please Print Name)

Roy Luna Jr
Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 4:00 PM: Jan 9. 2024

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 PM: Feb. 6. 2024

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

Case #

Zone Change Requirements

All items are required to be submitted with the application.

ITEM	DESCRIPTION	DATE	INITIALS
1.	Zoning Application	12/1/23	AC
2.	Application Fee $400 **(FEE IS NON-REFUNDABLE)**	12/1/23	
3.	Survey	12/1/23	AC
4.	Metes & Bounds Description		
5.	Warranty Deed	12/1/23	AC
6.	Preliminary Site Plan/Sketch		
7.	If not owner, Authorization Letter from Owner		
8.	Special Use Permit (if applicable)		

NOTE: IF ACREAGE PROPERTY IS INVOLVED, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS

OFFICE USE ONLY

Staff Recommendation	☐ Approval	☐ Denial
Planning & Zoning	☐ Approved	☐ Denied
City Council	☐ Approved	☐ Denied

Case #
Comments:

ZONING CASE
OWNER NOTIFICATION LIST

PID: 294768
VEGA EDUARDO & DOLORES L
1104 N DEPOT RD
EDINBURG, TX 78541-7784

PID: 294765
LUNA RAMON G
5415 W SCHUNIOR ST
EDINBURG, TX 78541-9495

PID: 294769
VEGA DOLORES L
1104 N DEPOT RD
EDINBURG, TX 78541-7784

PID: 550534
LUNA ROBERTO
5937 W SCHUNIOR ST
EDINBURG, TX 78541-1899

PID: 294767
LUNA ROBERTO
5937 W SCHUNIOR ST
EDINBURG, TX 78541-1899

PID: 527335
LUNA ROBERTO JR & IRIS L
5663 W SCHUNIOR ST
EDINBURG, TX 78541-9464

PID: 692374
LUMBRERAS JOANN
5661 W SCHUNIOR ST
EDINBURG, TX 78541-9464

PID: 692375
LUNA ROY
5505 W SCHUNIOR ST
EDINBURG, TX 78541-1810

PID: 297657
LUNA ROMULO JR
/ JUDY L GARZA
11613 N 23RD ST
MCALLEN, TX 78504-9595

PID: 297658
LUNA ROBERTO ET AL
5937 W SCHUNIOR ST
EDINBURG, TX 78541-1899

PID: 658186
LUNA ROY
5505 W SCHUNIOR ST
EDINBURG, TX 78541

PID: 1461136
LUNA ROY JR & AURORA
5505 W SCHUNIOR ST
EDINBURG, TX 78541

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, SUBURBAN (RS) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 1.30 ACRE TRACT OF LAND OUT OF THE EAST ONE-HALF OF LOT 15, SECTION 233, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 5505 W SCHUNIOR ROAD UNIT A, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Suburban (RS) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 1.30 acre tract of land out of the East one-half of lot 15, Section 233, Texas Mexican Railway Company Survey, Located at 5505 W Schunior Road Unit A, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 9, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on January 16, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Suburban (RS) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.E.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Being 24.99 Acres of Lot 15, Section 248, Texas-Mexican Railway Company Survey Subdivision (Proposed Silverstone Heights Subdivision), Located at 3201 East Mile 17 ½ Road, as Requested by Carlos Gaytan. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the northeast corner of East Mile 17 ½ Road and North Doolittle Road. The property has 824.50 feet of frontage along East Mile 17 ½ Road and a depth of 1,320 feet for a total of 121 lots, averaging approximately 5,610 square feet per lot. The property was annexed into the City of Edinburg City Limits on October 18, 1983. City of Edinburg Unified Development Code regulations calls for property annexed into the City Limits need to be provided with the lowest zoning grade, which is Agriculture and Open Space (AO) District. The proposed zoning request is to allow for a single-family residential home subdivision. Future Land Use for this area is Suburban Uses.

The property is currently zoned Agriculture and Open Space (AO) District. The surrounding zoning is Agriculture and Open Space (AO) District to the east, Residential Suburban (RS) District to the south and west, and Residential Multifamily (RM) District to the north. Adjacent land uses consist of single-family residential home, Monte Cristo Golf & Country Club and Eisenhower Elementary school.

Staff mailed a notice of the public hearing to 15 neighboring property owners on Thursday, December 28, 2023, and received no comments in favor or against of this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District as this zoning suits the intended use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 1/12/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Attachments: Carlos Gaytan
B. Ordinance: Carlos Gaytan

MEETING DATES:
PLANNING & ZONING COMMISSION – 01/09/2024
CITY COUNCIL – 01/16/2024
DATE PREPARED – 12/27/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

APPLICANT: Carlos Gaytan

AGENT: Not Applicable

LEGAL: Being 24.99 acres of Lot 15, Section 248, Texas-Mexican Railway Company Survey Subdivision

LOCATION: Located at 3201 East Mile 17 ½ Road

LOT/TRACT SIZE: 24.99 acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Primary (RP) District

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Residential, Multifamily (RM) District
South – Residential, Suburban (RS) District
East – Agriculture and Open Space (AO) District
West – Residential, Suburban (RS) District

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: North Alamo Water Supply Water and City of Edinburg Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

REZONING REQUEST
CARLOS GAYTAN

EVALUATION

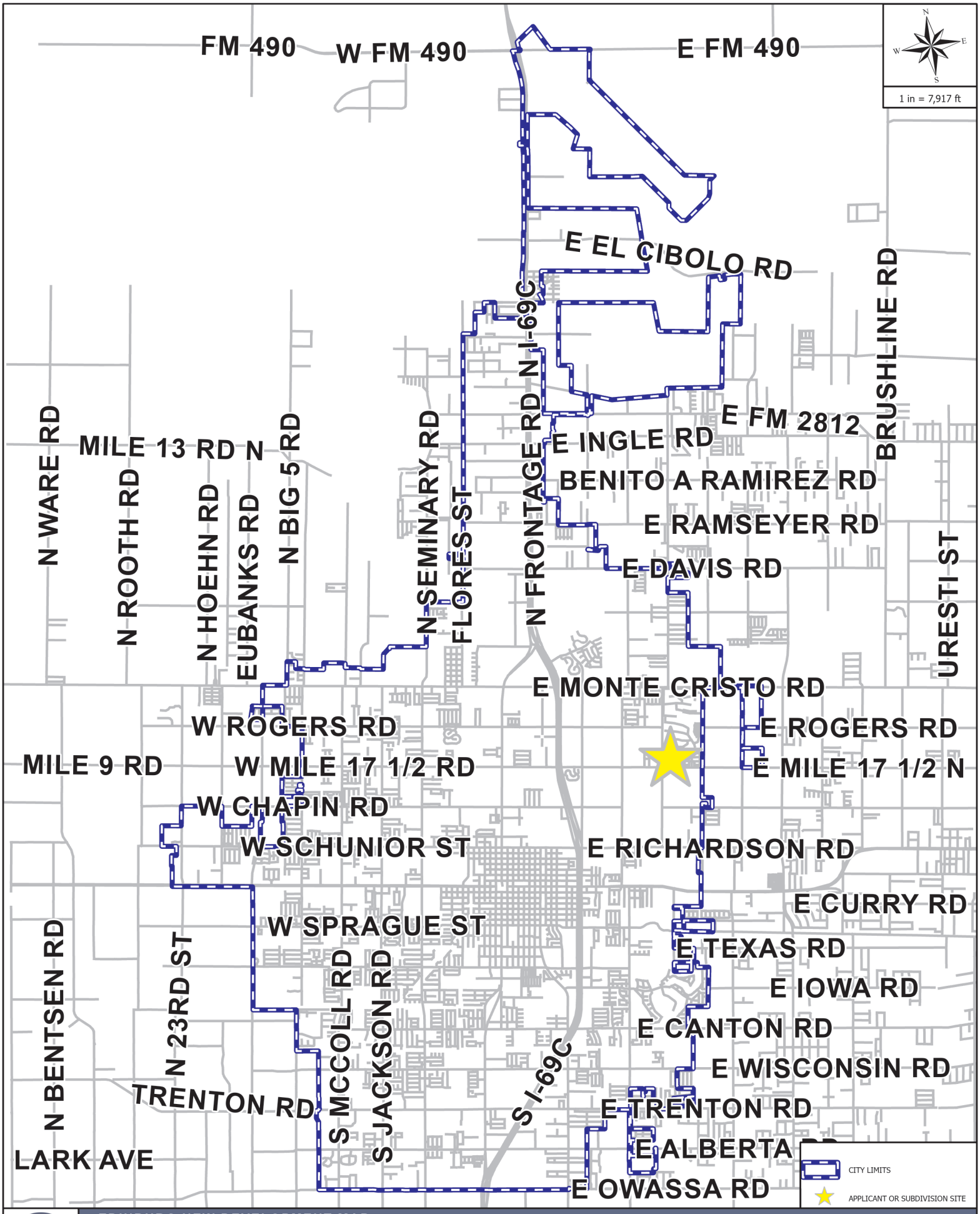
The following is staff's evaluation of the request:

1. Adjacent land uses consist mostly of single-family residential homes, a golf course and an elementary school.
2. This property was annexed into the City Limits of Edinburg on October 18, 1983.
3. The proposed zoning and land use is consistent with the adjacent land uses and character of the neighborhood.
4. Agriculture and Open Space (AO) District was given as per requirements of the Unified Development Code.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District as this zoning suits the intended use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/ fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 15 neighboring property owners on Thursday, December 28, 2023, and received no comments in favor or against of this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on December 27, 2023.

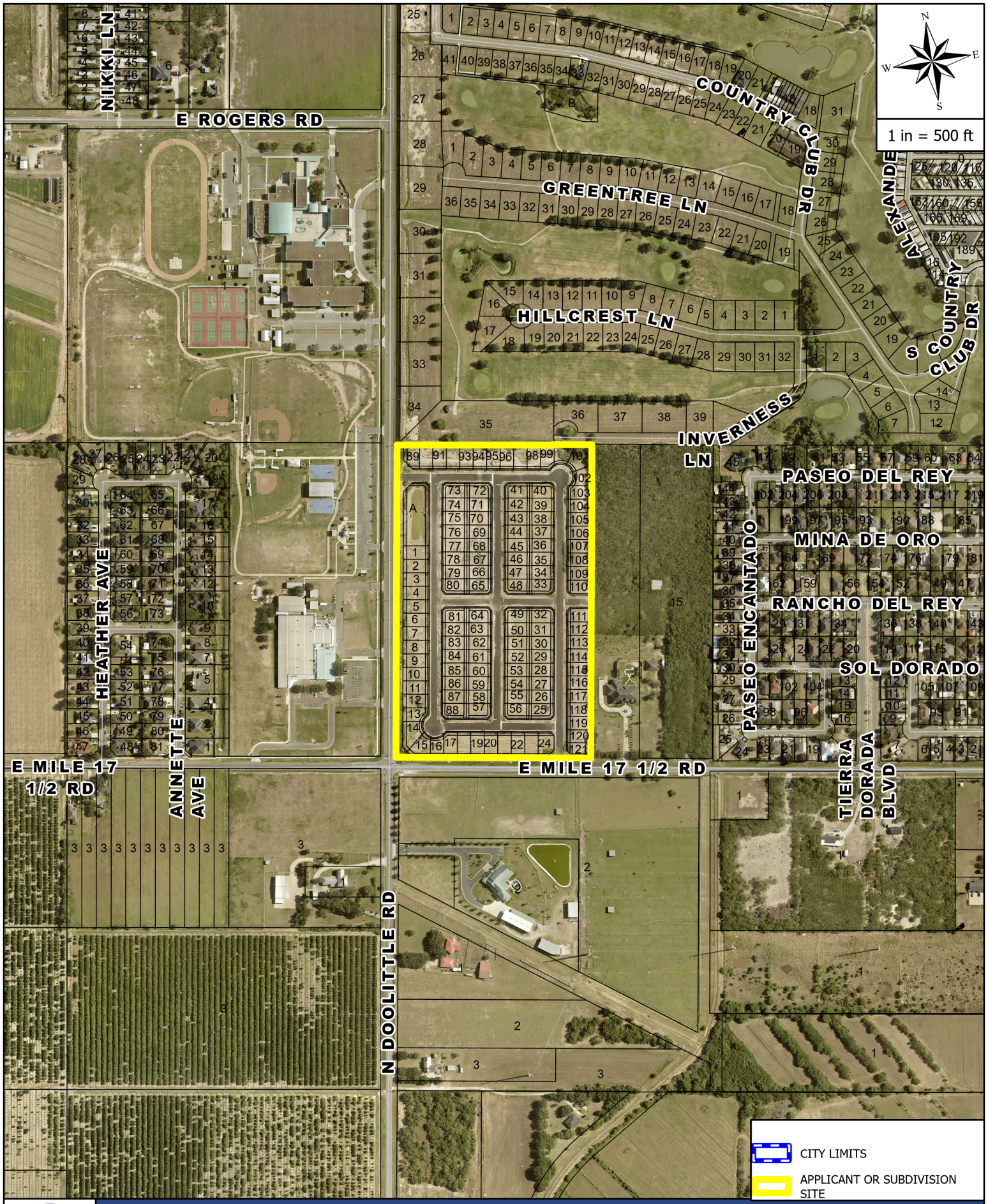
ATTACHMENTS:
Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

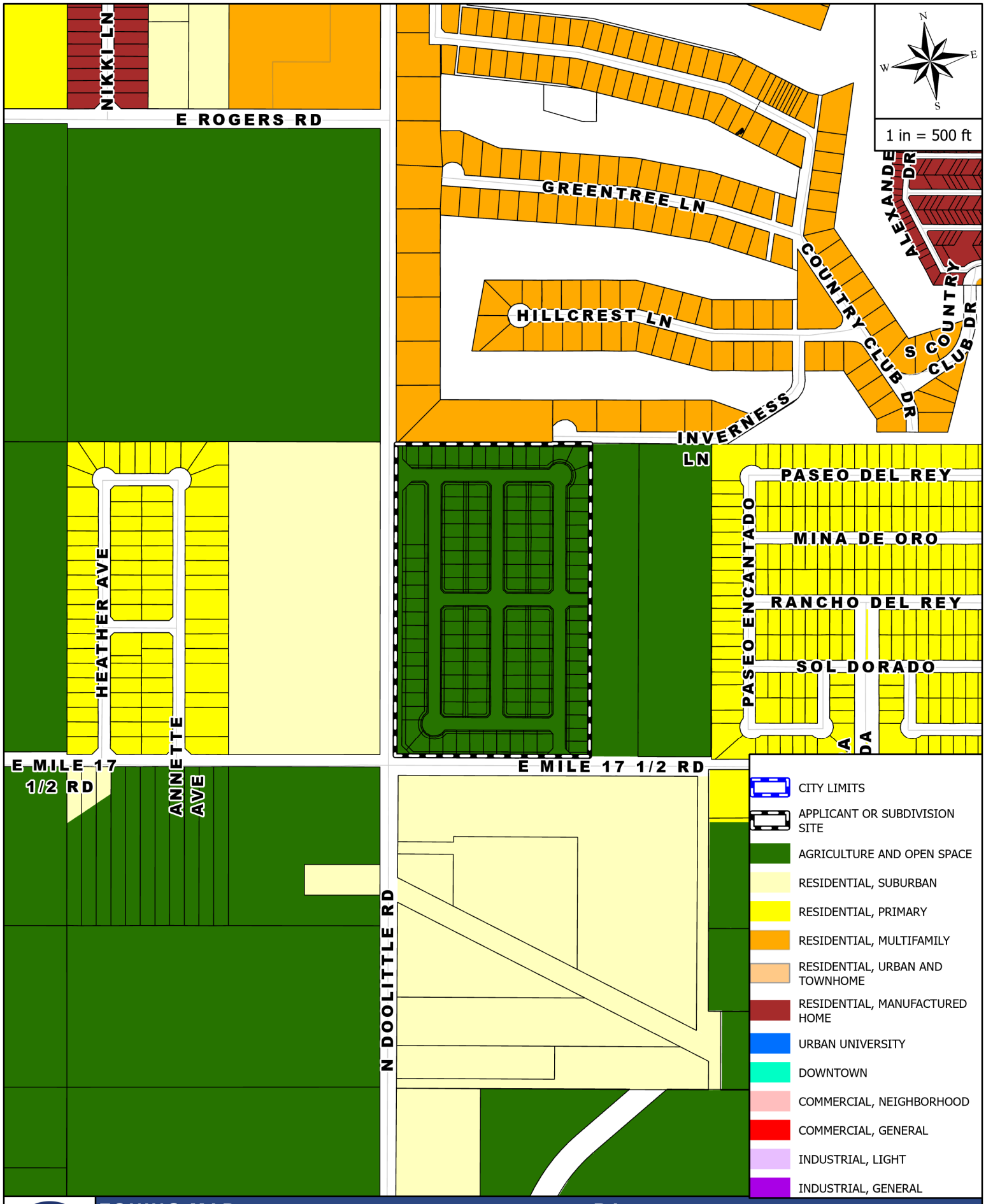
RZNE-2023-0175 CARLOS GAYTAN



AERIAL MAP AERIAL

APPLICANT AND/OR SUBDIVISION:

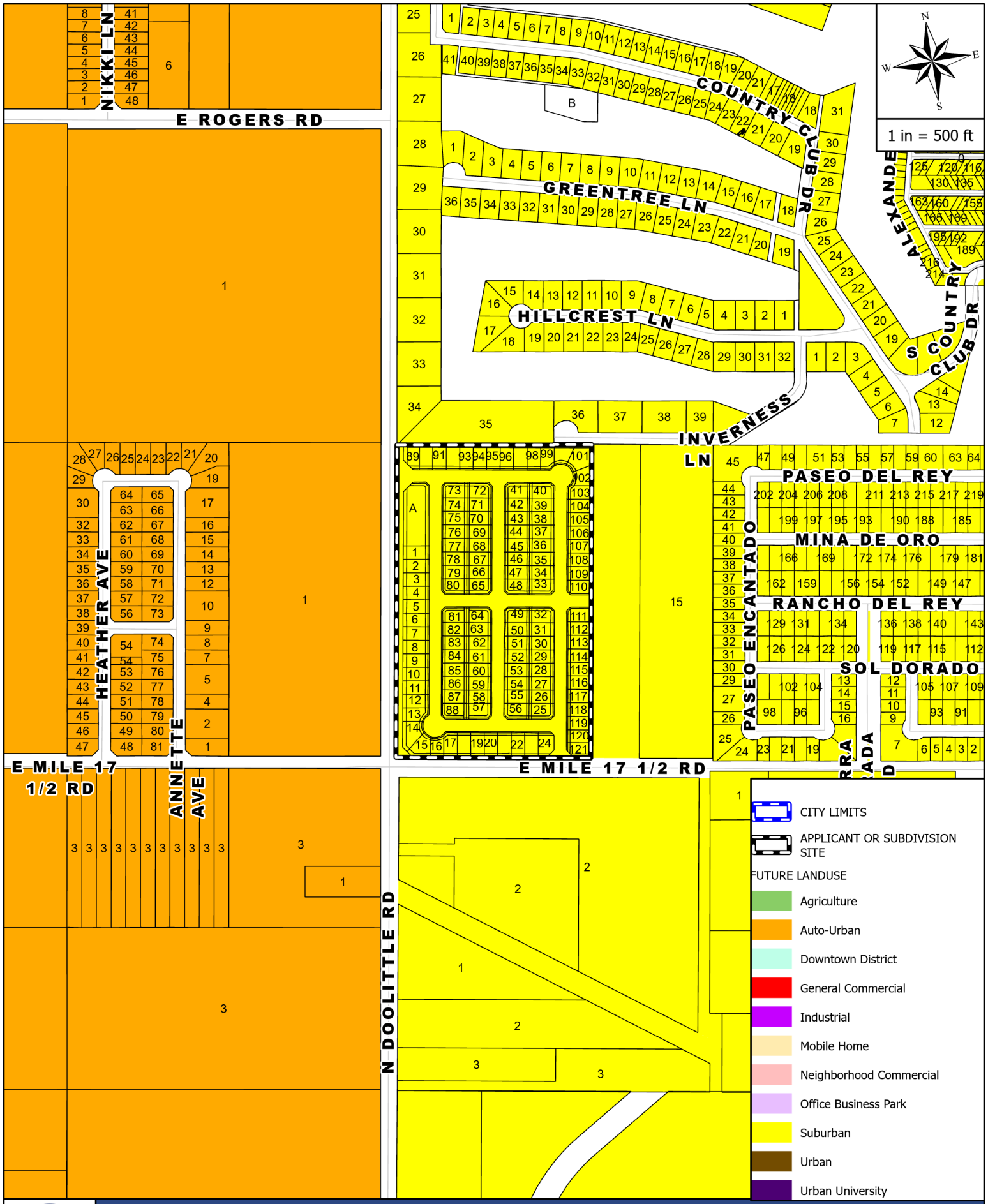
RZNE-2023-0175 CARLOS GAYTAN



ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

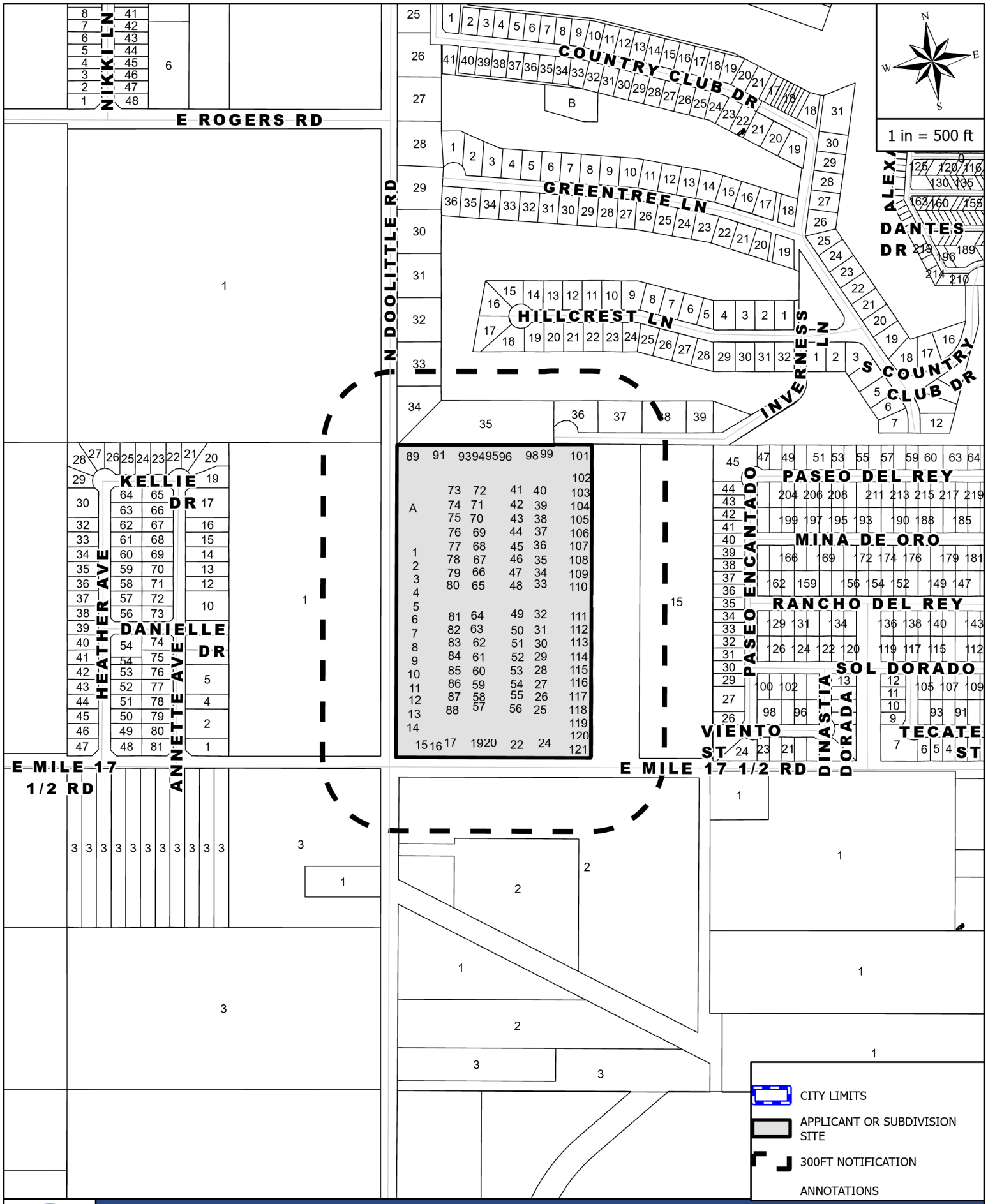
RZNE-2023-0175 CARLOS GAYTAN



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0175 CARLOS GAYTAN



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2023-0175 CARLOS GAYTAN

NOTICE

THIS PROPERTY IS IN PROCESS FOR A

REZONING

Case# RZNE-2024-0175

FOR DETAILS & PUBLIC MEETING INFORMATION:
(956) 388-8202 OR www.cityofedinburg.com/public_notices

DO NOT TAMPER OR REMOVE THIS SIGN, YOU COULD BE SUBJECT TO CRIMINAL OR CIVIL PENALTIES

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2023-0175

Date: **December 11, 2023**

1. Property Owner (required): **Carlos Gaytan** 2. Phone: **(956) 534-6560**
3. Mailing Address: _____
4. City: _____ State: _____ Zip: _____
5. Owner's Email: **info@silvertbackdistro.com** 6. Cell No. **(956) 534-6560**
7. Agent (not owner): **Willie Arratia** 8. Agent's Phone: **(956) 784-0218**
9. Agent's Mailing Address: **526 N. 5th st**
10. City: **Donna** State: **Texas** Zip: **78537**
11. Agent's Email: **nainengineering@yahoo.com**
12. Address/Location being Rezoned: **northeast corner of Doolittle Road and Mile 17 1/2**
13. Legal Description of Property: 14. Property ID(s): _____

A 24.99 acres out fo lot 15, section 248, Texas-Mexican Railway Company Survey Subdivision, Hidalgo County, Texas.

15. Zone Change: From: **AO - Agriculture/Open Space** To: **RS - Residential, Suburban**

Primary

16. Existing Land Use: **Vacant**
17. Reason for Zone Change: **Proposed Silverstone Heights Subdividsion**

RECEIVED
DEC 11 2023
By

Carlos Gaytan
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY Anaisa Licerio DATE RECEIVED 12/11/2023

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

ZONING CASE
OWNER NOTIFICATION LIST

PID: 296014
MUNICIPAL GOLF COURSE
EDINBURG, TX 78539

PID: 242753
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 242758
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 242757
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 242756
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 242754
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 242755
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542-1597

PID: 706104
EDINBURG ISD SCHOOL DISTRICT
PO BOX 990
EDINBURG, TX 78540-0990

PID: 295868
DREWRY MARTIN W & DEBRA L
PO BOX 1460
EDINBURG, TX 78540-1460

PID: 706105
EDINBURG ISD SCHOOL DISTRICT
PO BOX 990
EDINBURG, TX 78540

PID: 296027
SILVERBACK INVESTMENT GROUP LLC
5410 N ATHOL ST
PHARR, TX 78577-5376

PID: 296024
VILLARREAL HERON & SYLVIA
3319 E 17 1/2 MI RD
EDINBURG, TX 78539

PID: 295865
RUBEN AND ANA M
CELEDON LIVING TRUST
2402 W TRENTON RD
EDINBURG, TX 78539-7076

PID: 242540
MONTE CRISTO GOLF &
COUNTRY CLUB LP
2919 N KENYON RD
EDINBURG, TX 78542

PID: 242541
PALACIOS BROTHERS
CONTRACTORS LP
2919 N KENYON RD
EDINBURG, TX 78542

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING 24.99 ACRES OF LOT 15, SECTION 248, TEXAS-MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION, LOCATED AT 3201 EAST MILE 17 ½ ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District and the Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 24.99 acres of Lot 15, Section 248, Texas-Mexican Railway Company Survey Subdivision, located at 3201 East Mile 17 ½ Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on January 09, 2024 at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved of the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on January 16, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Primary (RP) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.F.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for a Licensed Child Care Home, Being Lot 4, Block 199, Original Townsite of Edinburg, Located at 1112 East Kuhn Street, as Requested By Sabas Garcia on Behalf of Erica Garcia. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located on the south side of East Kuhn Street, approximately 212 ft. east of North 21st Avenue and currently has a home on the property. The tract has 50 ft. of frontage along East Kuhn Street and a depth of 142.00 ft. for a tract size of 7,100 sq. ft. The approval of the Special Use Permit will allow for a Licensed Child Care Home. This item was tabled at he November 14, 2023 Planning & Zoning Commission meeting at the request of the applicant, to make the determination if she would be living on the property.

A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years of age plus six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Monday thru Sunday from 7:00 A.M. to 6:00 P.M.

The property is currently zoned Residential Primary (RP) District. The surrounding zoning in the area is Residential Primary (RP) District in all directions. The surrounding area consists of residential and institutional uses.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, December 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on December 27, 2023.

The Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Special Use Permit.

3. **Staff's Recommendation:**
Staff recommends approval of the Special Use Permit for a Licensed Child Care Home after meeting with the applicant and considering the proposed improvements to the site. The applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, signage, and other City requirements, prior to starting operations.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 1/12/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Attachments: Sabas Garcia & Erica Garcia
B. ORDINANCE SUP- Sabas Garcia & Erica Garcia

MEETING DATES:
PLANNING & ZONING COMMISSION – 12/12/2023
CITY COUNCIL – 1/16/2024
DATE PREPARED – 11/28/2023

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Special Use Permit for a Licensed Child Care Home
APPLICANT:	Erica Garcia
AGENT:	Sabas Garcia
LEGAL:	Being Lot 4, Block 199, Original Townsite of Edinburg
LOCATION:	Located at 1112 East Kuhn Street
LOT/TRACT SIZE:	7,100 square feet
CURRENT USE OF PROPERTY:	Residential / Licensed Child Care Home
PROPOSED USE OF PROPERTY:	Licensed Child Care Home
EXISTING LAND USE	Urban Uses
ADJACENT ZONING:	North - Residential Primary (RP) District South - Residential Primary (RP) District East - Residential Primary (RP) District West - Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Urban Uses
PUBLIC SERVICES:	City of Edinburg Water and Sewer
RECOMMENDATION:	Staff recommends approval of the Special Use Permit for a Licensed Child Care Home. A comprehensive evaluation is on the following page (s).

SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME
SABAS GARCIA

EVALUATION

The following is staff's evaluation of the request:

A Licensed Child Care Home is defined as the primary caregiver that provides regular care in the caregiver's own home for not more than six (6) children from birth through thirteen (13) years. Child day care can be provided for six (6) additional school-aged children before and after the customary school day. The total number of children in care at any given time, including the children related to the caregiver, must not exceed twelve (12). The proposed days and hours of operation are from Mondays thru Sunday from 7:00 A.M. to 6:00 P.M.

Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for a child care facility in the community. The City does not enforce deed restrictions; the applicant was advised to check for any restrictions to ensure that the proposed use is not in conflict with them.

Staff is recommending approval of the Special Use Permit. If approved, staff recommends the following conditions for the proposed Licensed Child Care Home as stated in Unified Development Code (UDC) Section 2.203 of the Unified Development Code:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.

2. The Licensed Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.

3. No more than 1 non-related person who does not reside on the premises shall be employed.

4. A sign advertising the service shall be limited to one sign. It shall not exceed four (4) square feet in size. **Lighted and portable signs shall be prohibited at this location.**

5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.

6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Licensed Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Registered Child Care Home.

7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.

8. The applicant provides two (2) additional parking spaces for applicant's vehicles.

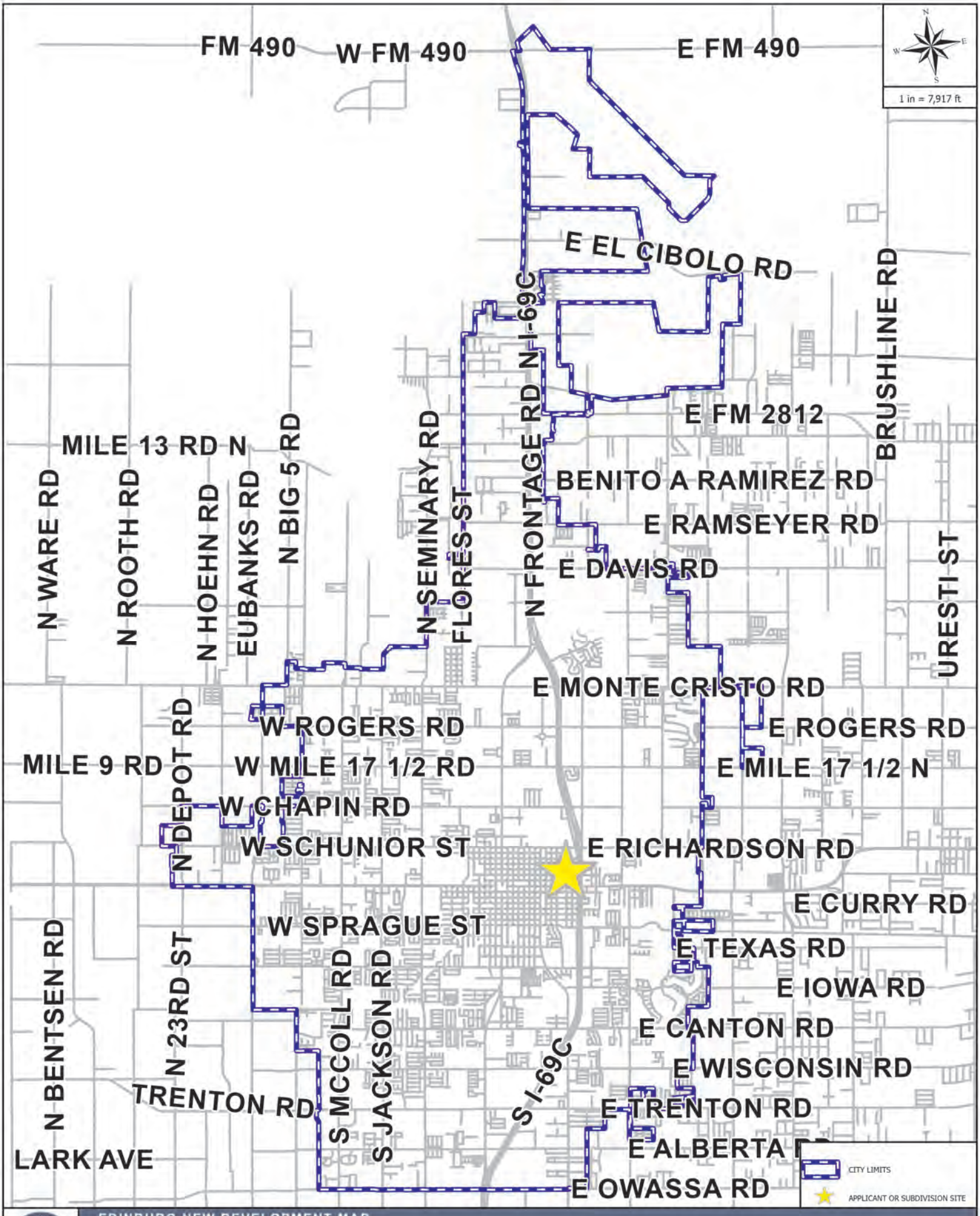
9. Renewals shall be reviewed as original applications for the first year after the original approval. This application is the second review and should be approved indefinitely and a application for

renewal shall be made thirty (30) days before permit expires on **September 2, 2024**. A fifty-dollar ($50.00) fee is required for renewal.

Staff recommends approval of the Special Use Permit for a Licensed Child Care Home after meeting with the applicant and considering the proposed improvements to the site. The applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, signage, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, December 1, 2023, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 27, 2023.

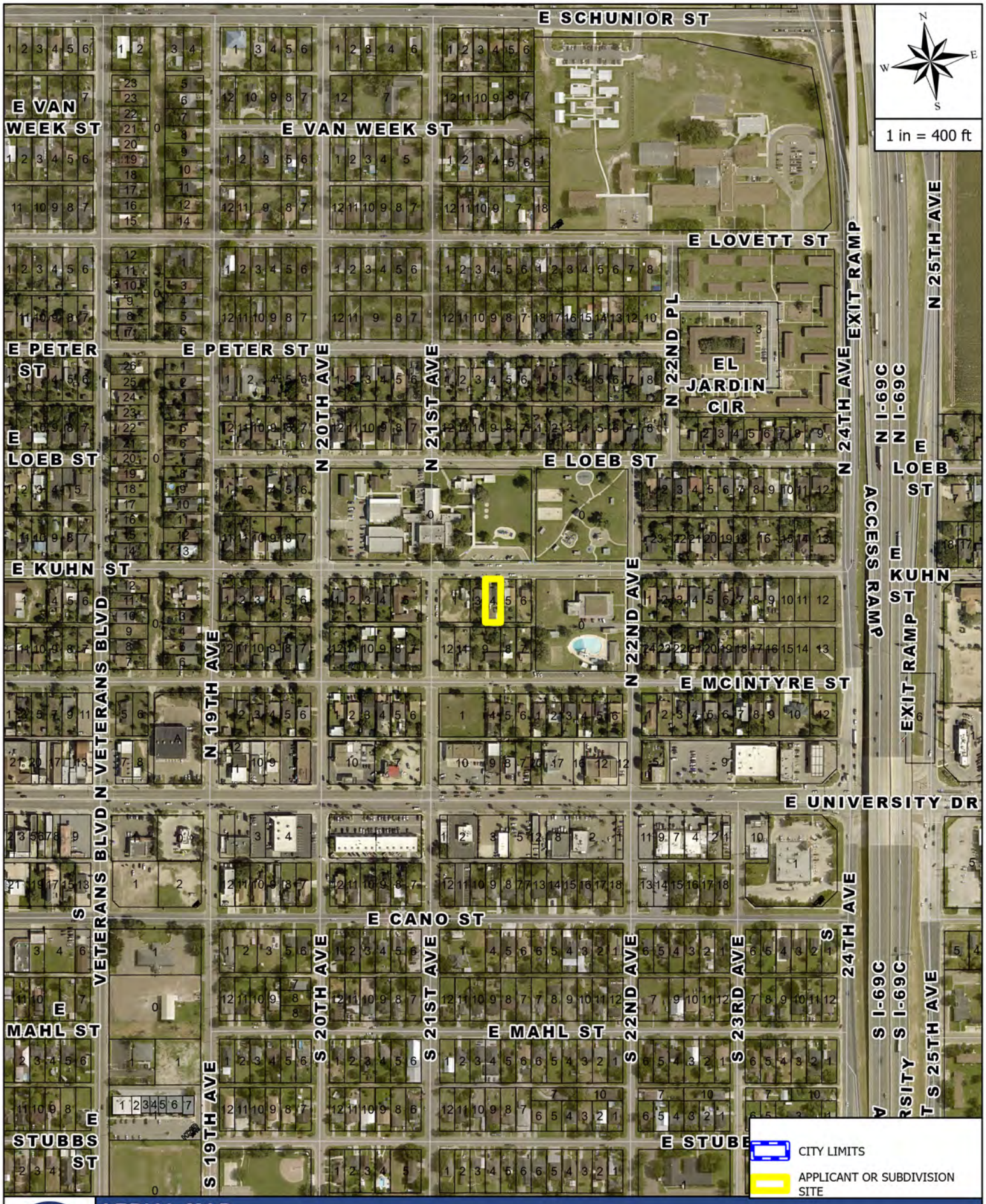
ATTACHMENTS: Development Map
Aerial Map
Zoning Map
Future Land Use Map
Mailout & Site Map
Plat
Survey
Site Photo
Application
Owner Notification List



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

USE-2023-0002 ERICA GARCIA



AERIAL MAP

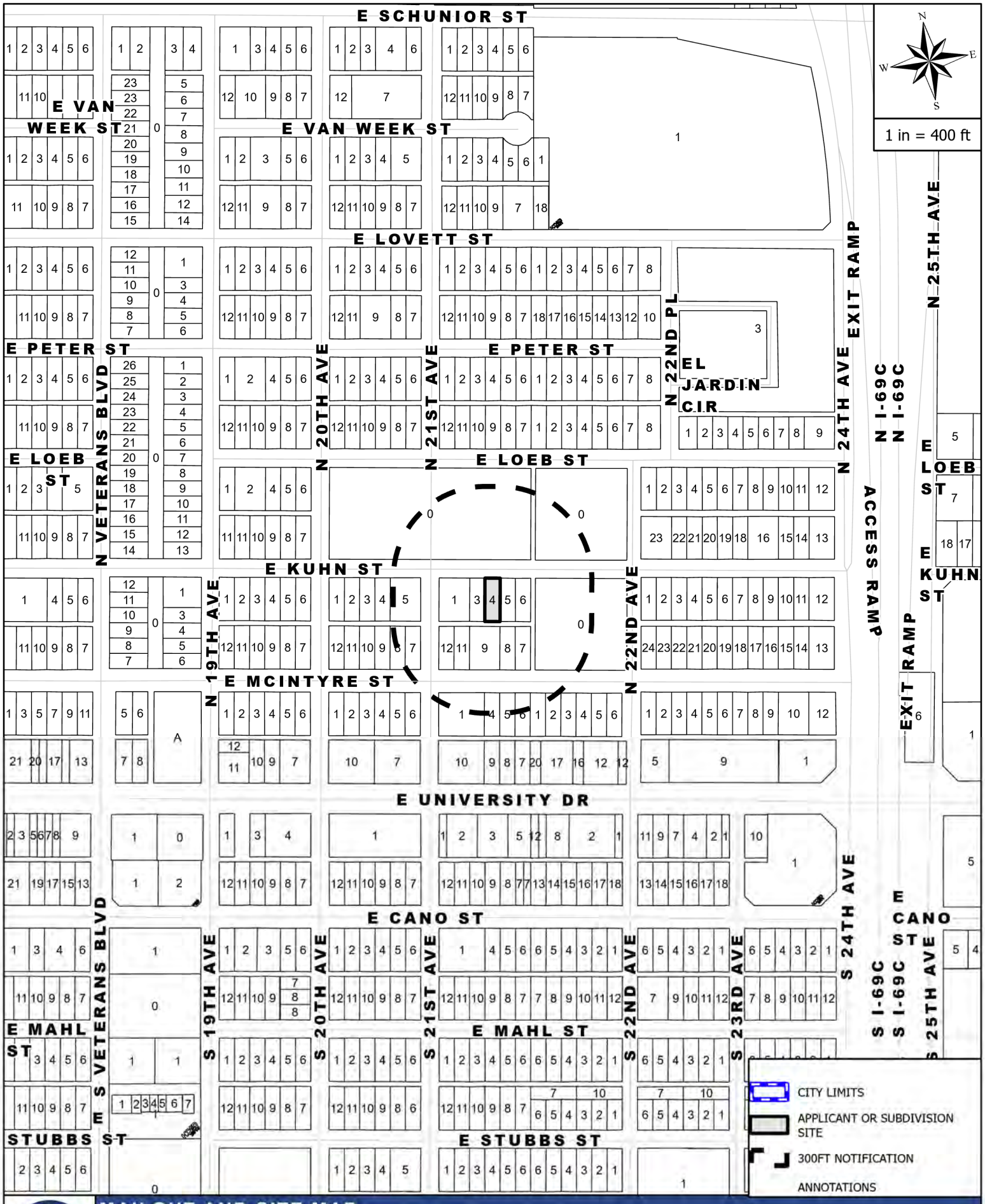
APPLICANT AND/OR SUBDIVISION:

USE-2023-0002 ERICA GARCIA

ZONING MAP **BA**

APPLICANT AND/OR SUBDIVISION:

USE-2023-0002 ERICA GARCIA



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

USE-2023-0002 ERICA GARCIA

Special Use Permit Daycare Site Photo

ERICA GARCIA

1112 East Kuhn Street

1112 E. Kuhn St., Edinburg, Tx 78539

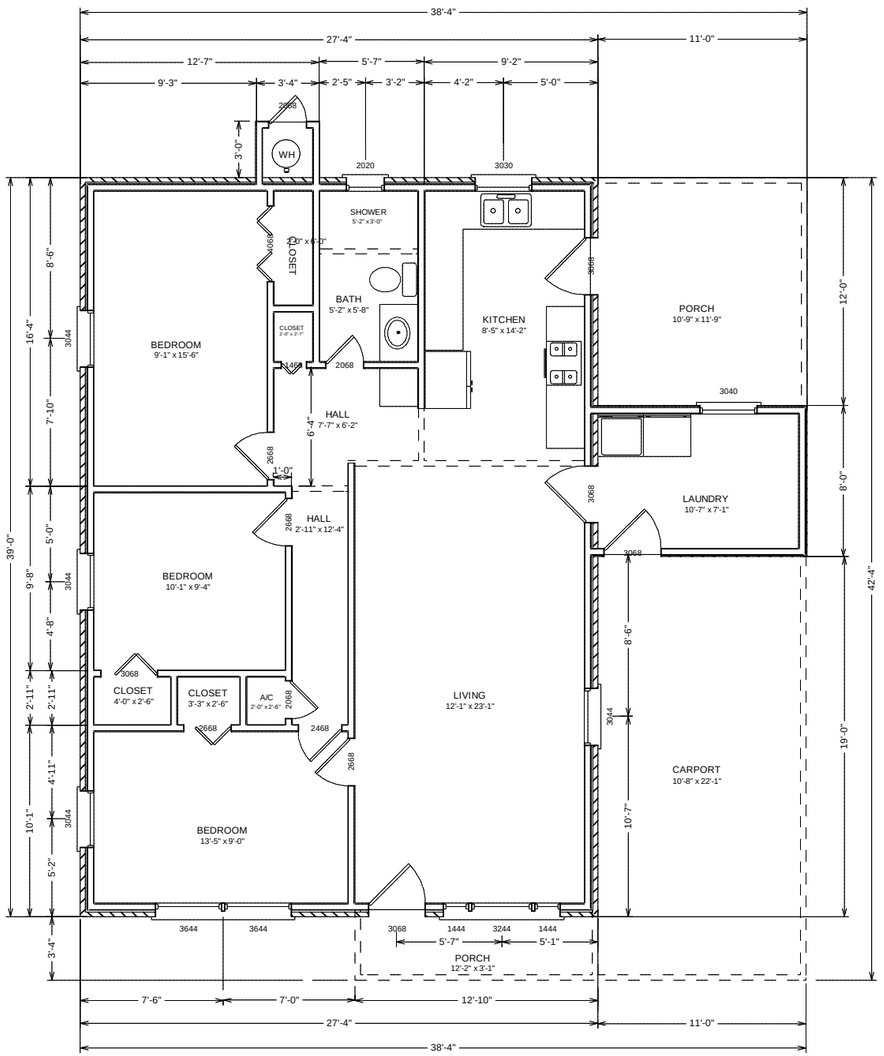
RECEIVED
OCT 09 2023
By

Main area - 1,053
Porch - 52
Storage - 64

Utility - 88
Carport - 385

Living - 1,053
Land - 7,100

FLOOR PLAN

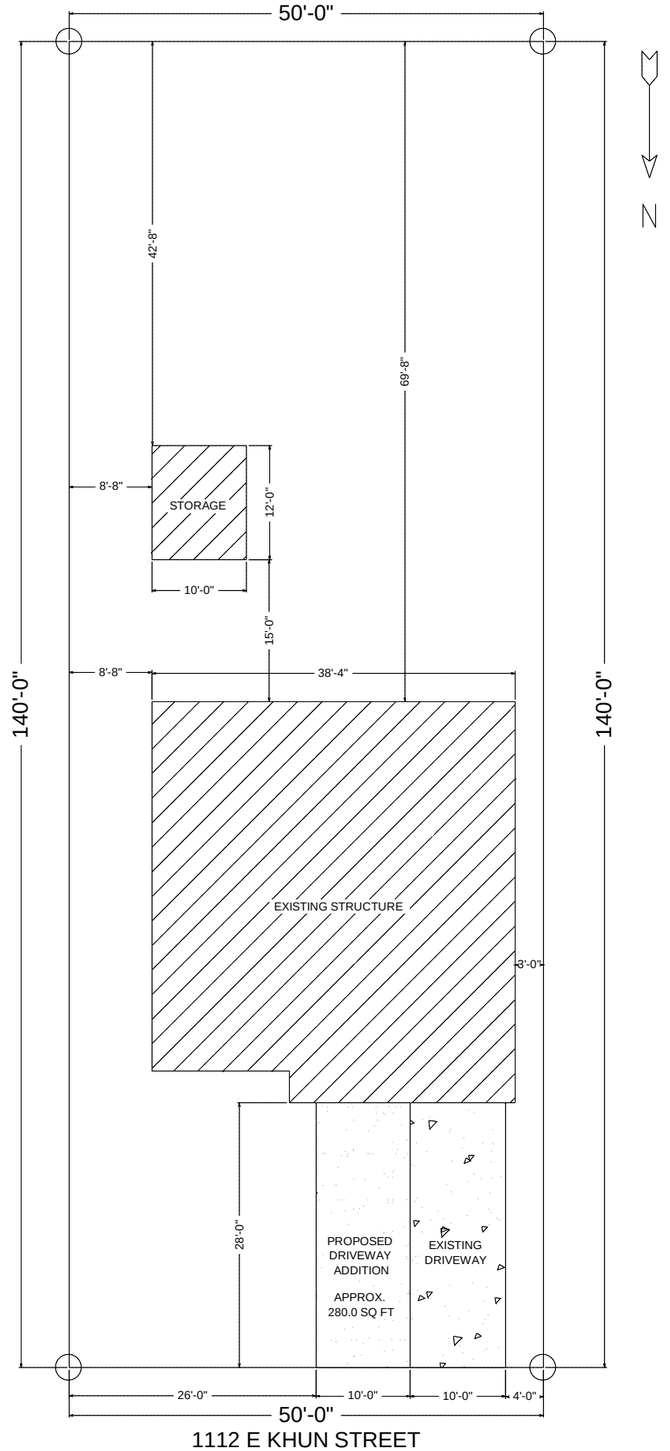


LIVING AREA---------- 1113.0 SQ FT
PORCHES---------- 441.0 SQ FT

TOTAL AREA---------- 1554.0 SQ FT

SCALE 1/8" = 1'

SITEPLAN



1112 E KHUN STREET

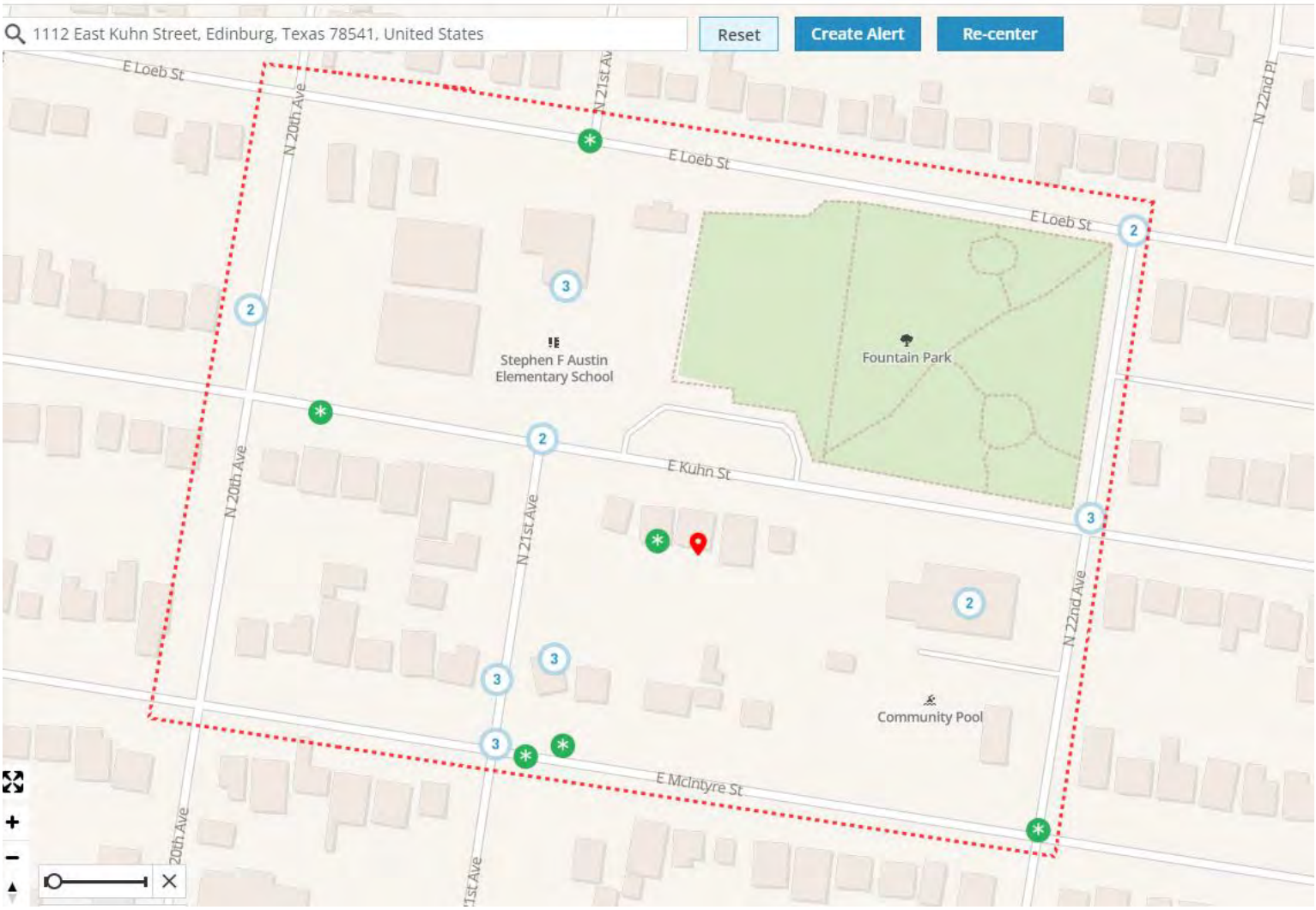
SCALE 1/16" = 1'

12/03/2023

DRAFTER:
RAUL VELA
PO BOX 5288
MISSION TX 78572
956-780-0086

LEGAL DESCRITION:
EDINBURG TOWNSITE
LOT 4 BLK 199

OWNER:
SABAS GARCIA
1224 CHRIS CIRCLE
EDINBURG, TX 78539-6016
956-207-5721



SUSPICIOUS PERSON / VEHICLE – 9
MINOR ACC – 2
TRAFFIC HAZARD – 4
RECKLESS DRIVING – 6
BURG OF HAB – 1
CRIMINAL MISCHIEF – 1
NOISE COMPLAINT - 3

BURGLARY (HAB/BLDG) - 1
ASSAULT-BODILY INJURY - 1
AGGRAVATED ASSAULT - 1

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Special Use Permit Application:
Family Home Daycare

ENERGOV CASE # USE-2023-0002

APPLICATION TYPE: Registered Child Care Homes

1. APPLICANT INFORMATION (PLEASE PRINT)

Date: October 3, 2023

Erica Garcia	(956) 207-5421
Applicant's Name	Phone No:

4016 Ora St.	Edinburg	TX	78539
Mailing Address	City	State	Zip

ericagarcia1313@gmail.com
Email Address

IF APPLICANT IS DIFFERENT THAN OWNER, ATTACH LETTER OF AUTHORIZATION FROM OWNER.

Sabas Garcia	(956) 207-5461
Property Owner's Name	Phone No:

1224 Chris Circle	Edinburg	TX	78539
Mailing Address	City	State	Zip

sabas56@hotmail.com
Email Address

2. PROPERTY INFORMATION (PLEASE PRINT)

Property Address/Location: 1112 E. Kuhn Street

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Zoning: RP - Residential, Primary

7 days - 6:00 a.m. - 6:00 p.m.	1	3
PROPOSED DAYS & HOURS OF OPERATION	No. OF VEHICLES OWNED BY RESIDENTS	No. OF PARKING SPACES AVAILABLE

3. ATTEST

AS OWNER/AGENTS FOR THE ABOVE DESCRIBED PROPERTY, I/WE, HEREBY REQUEST A HEARING BEFORE THE PLANNING AND ZONING COMMISSION.

Sabas Garcia — October 3, 2023
APPLICANT'S SIGNATURE — DATE

DEADLINE: Oct. 9th RECEIPT NO.: R0223674 9 RECEIVED BY: _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) – 4:00 P.M.: Nov. 14. 23

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: Dec. 5th 2023

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

RECEIVED
OCT 09 2023
By _____

ZONING CASE
OWNER NOTIFICATION LIST

PID: 164726
EDINBURG CONS IND SCHOOL
PO BOX 990
EDINBURG, TX 78540-0990

PID: 164741
FIRST CHRISTIAN CHURCH
1018 E KUHN ST
EDINBURG, TX 78541

PID: 175772
CITY OF EDINBURG
PO BOX 769
EDINBURG, TX 78540

PID: 175810
CHAVEZ SONIA TRST
1206 E MCINTYRE ST
EDINBURG, TX 78541-3772

PID: 164728
FLORES LIDIA
1110 E KUHN ST
EDINBURG, TX 78541-3750

PID: 164730
SALINAS FLORENTINO
& HERMINIA
1120 E KUHN ST
EDINBURG, TX 78541-3750

PID: 164735
RECIO MARIA LYDIA
1107 E MCINTYRE
EDINBURG, TX 78539

PID: 164742
HERITAGE HOME SOLUTIONS LLC
7001 N 10TH ST STE D
MCALLEN, TX 78504

PID: 164936
SALAZAR RUBEN
1112 E MCINTYRE ST
EDINBURG, TX 78541-3770

PID: 164727
VALENZUELA ANDREA S
4021 CHURCHILL DOWNS DR
GAINESVILLE, GA 30507-9533

PID: 164935
ATL REAL ESTATE LLC
1242 MORTON TRACE SE UNIT 18
ATLANTA, GA 30316

PID: 175771
CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 175809
CAMERO ELIZABETH & JOSE M
1200 E MCINTYRE ST
EDINBURG, TX 78541-3772

PID: 164732
RODRIGUEZ CARLOS A
1123 E MCINTYRE
EDINBURG, TX 78541-3769

PID: 164733
LIMON ELIZABETH
1119 E MCINTYRE ST
EDINBURG, TX 78541-3769

PID: 164937
RODRIGUEZ JOSE I JR
& MARIA S
PO BOX 3941
EDINBURG, TX 78540-3941

PID: 164938
CORPOS ALICIA
317 E PETER ST
EDINBURG, TX 78541-3454

PID: 164727
VALENZUELA ANDREA S
4021 CHURCHILL DOWNS DR
GAINESVILLE, GA 30507-9533

PID: 164743
GARZA VICTOR R
1021 E MCINTYRE ST
EDINBURG, TX 78541

PID: 164743
GARZA VICTOR R
1021 E MCINTYRE ST
EDINBURG, TX 78541

ORDINANCE NO. _____

AN ORDINANCE GRANTING A RENEWAL SPECIAL USE PERMIT FOR A LICENSED CHILD CARE HOME TO PROVIDE CARE FOR NO MORE THAN SIX (6) CHILDREN FROM BIRTH THROUGH THIRTEEN (13) YEARS PLUS SIX (6) ADDITIONAL AFTER SCHOOL CHILDREN, THE TOTAL NUMBER OF CHILDREN MUST NOT EXCEED TWELVE (12) AT ANY GIVEN TIME, FOR LOT 4, BLOCK 199, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 1112 EAST KUHN STREET, AS PROVIDED IN ARTICLE 2; SECTION 2.203 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Sabas Garcia on Behalf of Erica Garcia has applied for a Special Use Permit under Article 2, Section 2.203 of the Unified Development Code of the City of Edinburg for a Child Care Home (Licensed Child Care Home which is defined as the primary caregiver that provides regular care in the caregiver's own home for no more than six (6) children from birth through thirteen (13) years plus six (6) additional after school children, the total number of children must not exceed twelve (12) at any given time; and

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the granting of a Special Use Permit for the said property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That the Special Use Permit under Section 2.203 of the Unified Development Code of the City of Edinburg, Texas, be granted to Erica Garcia for a Licensed Child Care Home, for Lot 4, Block 199, Original Townsite of Edinburg, Located at 1112 East Kuhn Street, subject to the following conditions:

1. Fire and health inspections are undertaken. Facility shall be in compliance with local fire, health codes, and applicable state requirements including a residential fire suppression system.

2. The Registered Child Care Home shall be clearly secondary to the residential use. This means the person must live at this residence on site.

3. No more than one non-related person who does not reside on the premises shall be employed.

4. A sign advertising the Child Care Home shall not exceed four (4) square feet in size. **Lighted or portable signs shall be prohibited at this location.**

5. The proposed use shall meet the requirements of the Texas Department of Human Services, Child Care Licensing Division.

6. The structure must comply with the City's building and fire codes before it is allowed to operate as a Licensed Child Care Home. The structure will need to be inspected to determine if any modifications are needed prior to being used for a Licensed Child Care Home.

7. The outdoor play areas are enclosed by a fence that is at least six (6) feet in height.

8. The applicant provides two (2) additional parking spaces for applicant's vehicles.

9. Renewals shall be reviewed as original applications for the first year after the original approval. An application to renew the special use permit shall be made thirty (30) days before the permit expires. Permit renewal must be made on or by **October 7, 2024**. A fifty dollar ($50.00) fee is required for renewal.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551.041, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM,P.C.

By: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
PUBLIC HEARINGS
Agenda Item No: 7.G.

1. **Agenda Item:**
Consider Notifying Residents by Way of a Public Hearing of a Potential Increase in Water and Wastewater Rates that Could Go Into Effect March 1, 2024. [Myra L. Ayala, City Manager]

2. **Description:**
The Mayor has requested the process for the utility rates increase be conducted the same as the tax rate is conducted during the City's budgetary process.

During the budgetary process there is a calendar created to indicate the timeline of the process. Within the process: The rate is discussed and considered; a noticed for a public hearing is published; a public hearing is held; and an additional agenda item is presented for Council's consideration.

3. **Staff's Recommendation:**
Consider Notifying Residents by Way of a Public Hearing of a Potential Increase in Water and Wastewater Rates that Could Go Into Effect March 1, 2024.

Reviewed by:

Prepared by:
Myra Ayala, City Manager

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
ORDINANCE
Agenda Item No: 8.A.

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title V. Public Works, Chapter 50 General Provisions to Provide for Changes to Rates and Charges. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff has been evaluating the utility rates since December 2022.

In December 2022, the City's Financial Advisors, Estrada Hinojosa, presented the City Council a Plan of Action to fund the TWDB loan for the expansion of the city's wastewater plant, and in January 2023, they presented the City Council a Plan of Action for the State Infrastructure Bank loan, for the relocation of utility lines for a TXDOT project.

The Financial Advisors informed the City Council the City's General Fund will need to subsidize the newly incurred loan debt until the funding is available in the Utility Fund to transfer the debt. They recommended the City consider conducting a utilities rate study to determine a rate increase. In addition, they advised that if the City does not raise the utility rates, the Utility Fund could be in default by 2024.
The City Council directed city staff to seek consultants to conduct a utility rate study.

On April 4, 2023, the Mayor established the Utilities Rate Study Task Force to have citizen participation during the utility rate study process.

At a budget work session, held on June 13, 2023, the Utilities Department informed the public and City Council of the cost of operations and maintenance, and the various proposed capital improvement projects.

On June 14, 2023, city staff met with the newly created Utilities Rate Study Task Force to provide them with information and the purpose of the task force. Staff asked for direction on whether to proceed with the study. After reviewing the information provided, the Utilities Rate Study Task Force recommended staff to proceed with the utility rate study.

In August, Willdan Financial Services was contracted as the utility rate study consultant. From August through November, the consultants worked along with city staff on the study.

The options for the utility rates were presented to the Utility Rates Task Force, who then provided feedback to the consultant. The task force agreed to present two scenarios of the utility rate increase to the City Council for their consideration.

On December 19, 2023, the City Council conducted a special work session to present the findings of the utility rate study. The Utilities Rate Task Force was also present at the meeting.

The utility rate study was done to evaluate a revenue forecast over five (5) years and review the

City's current water and wastewater rates and tapping fees. Willdan Financial Services presented two scenarios of the utility rate study.

City staff requested direction from Council on the two potential utility rate increase scenarios. Based on the information presented, and the recommendation by the Financial Advisors, the Utility Rate Task Force, and Willdan Financial Services Consultants, the City Council directed city staff to present an ordinance with the rates listed in scenario two.

The recommended rates presented are to be increased in increments for a period of five (5) consecutive years beginning March 2024, October 2025, October 2026, October 2027 and October 2028.

The rate increase will enable the Utility Fund to cover the increasing maintenance and operating costs, provide for the Utility Fund to self-sufficiently operate without General Fund subsidies, and help fund the five-year Water and Wastewater Capital Improvement Plan proposed projects due to the demand based on the city's growth.

If approved, city staff will provide public notice and there will be a grace period effective immediately. The initial rate increase will be effective on March 1, 2024.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas, at Title V. Public Works, Chapter 50 General Provisions to Provide for Changes to Rates and Charges.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager
Gerardo Carmona, Director of Utilities

Attachments:

A. Utility Rates Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS, AT TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt ordinances or regulations that are for the good government, peace, or order of the City and that are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City of Edinburg is a home rule municipal corporation with the State of Texas, with full power of local self-government; and

WHEREAS, the City Council of the City of Edinburg, Texas conducted a special workshop on water and wastewater on December 19, 2023 to review the findings of a Water and Wastewater Rate Study conducted by Willdan Financial Services; and

WHEREAS, the Water and Wastewater Rate Study was to evaluate revenue requirements forecasted out over five (5) years and review current Water and Wastewater Rate Ordinance along with billing methodology and tap fees; and

WHEREAS, the Water and Wastewater Rate Study recommended changes to water, wastewater, and tap fee rates for within City limit customers and outside City limit rates for five (5) consecutive years; March 1, 2024, October 1, 2025, October 1, 2026, October 1, 2027 and October 1, 2028. The new rate plans enable the Utility Fund to fully fund all water and wastewater Capital Improvement Plan, maintenance, operating and construction cost and will provide for the Utility Fund to operate self-sufficient with no need for General Fund subsidies; and

WHEREAS, the City Council of the City of Edinburg, Texas has determined that in five (5) year utility rates plan from 2024 to 2028 in order to properly bill water, wastewater, and tap fee charges to the customers, it is necessary to amend the City Code of Ordinances Title V. Public Works, Chapter 50 General Provisions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS THAT:

SECTION I: AUTHORITY OF LAW. All requirements of the law have been met in the passing of this Ordinance.

SECTION II: The Code of Ordinances of the City of Edinburg, Texas, at **TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS; SECTION 50.01 DEFINITIONS** is hereby amended to be read in its entirety as follows:

For the purpose of this subchapter, the following **definitions** shall apply unless the context clearly indicates or requires a different meaning.

Commercial - any property, other than residential and industrial, providing services to the general public.

Independent living unit - a self-contained residence or unit capable of being used as a residence independent of other residences or units.

Industrial - any property used in the process of converting raw materials into finished products.

Purchaser - shall include purchasers under executory contracts for conveyance of real property.

Residential, multi-unit - a structure designed for three or more independent living units.

Residential, single-unit - a structure designed for one independent living unit.

Residential, two-unit - a structure designed for two independent living units.

Retail public utility - means any entity meeting the definition of a retail public utility as defined in V.T.C.A.,

SECTION III: The Code of Ordinances of the City of Edinburg, Texas, at **TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS; SECTION 50.02 OUT-OF-CITY CUSTOMERS** is hereby amended to be read in its entirety as follows:

A. Any and all services provided through the City of Edinburg's Certificates of Convenience and Necessities (CCN) may be provided to non-residents of the City of Edinburg, at the City's discretion, upon an application for service and all required approval. The rate for such services shall be one and one-fourth times the rate charged for such services to the City's residents. The rates for out-of-city customers are shown in Table 50.05-01.

B. All applications shall be reviewed for approval by the City of Edinburg's Utilities Department.

C. Water Meter Fees and Service Deposits. Out-of-City customers will be charged a water tap fee and a service deposit as provided in Table 50.05-02.

D. Water Connection Fee. Out-of-customers shall not be charged for the City's first trip to provide water connection. All subsequent trips, for any reason, shall be charged a rate of $25.00 per trip if done during the City's business hours or a rate of $65.00 per trip done outside of business hours.

SECTION IV: The Code of Ordinances of the City of Edinburg, Texas, at **TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS; SECTION 50.03 TERMINATION OF SERVICE; TERMINATION OF UNAUTHORIZED SERVICE; LATE PAYMENT SURCHARGE** is hereby amended to be read in its entirety as follows:

A. Failure to pay for any utility service or part thereof when due shall subject customer to termination of such service and a disconnection fee of $25.00 shall be charged thereupon.

B. Upon discovering and disconnection of unauthorized service, the service meter shall be removed by the city and a charge of $250.00 shall be levied prior to reconnection of such service. In addition, an estimated water usage will be charged prior to reconnection.

C. Any customer requesting a payment extension on a past due account will be assessed an additional fee of $5.00 on their account per extension with a limit of 2 per calendar year.

D. Disconnection for late payment.

(1) It is the policy of the city to discontinue utility service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for utility service and all bills shall contain, in addition to the title, address, room number, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

(a) That all bills are due and payable on or before the date set forth on the bill;

(b) That if any bill is not paid by or before that date, a second bill will be mailed containing a cutoff notice that if the bill is not paid within ten days of the mailing of the second bill, service will be discontinued for nonpayment; and

(c) That any customer disputing the correctness of their bill shall have a right to a hearing at which time the customer may be represented in person and by counsel or any other person of their choosing and may present orally or in writing their complaint and contentions to the city official in charge of utility billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(2) Request for delays of payment must be reviewed and considered by City Manager or City Manager designee. If a delay of disconnection is approved, a "Good Faith Payment" must be made.

(3) When it becomes necessary for the city to discontinue utility service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with a reconnection charge in the sum of $25.00, if the reconnection is conducted within 8am-5pm.

E. An overtime reconnection fee will be charged to customers for reconnects after 5:00 p.m. in the sum of $65.00.

SECTION V: The Code of Ordinances of the City of Edinburg, Texas, at **TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS; SECTION 50.04 SANITARY SEWER CHARGES** is hereby amended to be read in its entirety as follows:

A. ***Accounts which purchase city water***. For accounts which also purchase water from the City, the rate to be charged for sanitary sewer by the City of Edinburg is shown on Table 50.05-01:

B. ***Accounts which do not purchase city water.*** Accounts which do not purchase water from the city but are located within the city limits shall be charged for sanitary sewer services in the amounts provided under subpart (A) of this section. Accounts which do not purchase water

from the city and that are located outside the city limits shall be charged a monthly fee for sanitary sewer services as shown below:

Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
$27.35	$29.54	$31.90	$34.46	$37.22

C. ***Non-residential accounts.*** All non-residential accounts which use water in the production of a product shall have separate water meters for purposes of determining the sanitary sewer charge.

D. ***Businesses***. Each business with a meter will be charged the sanitary sewer fee.

E. ***Minimum charge***. For accounts which purchase water from the city, the minimum monthly rate for sanitary sewer service is listed in Table 50.05-01, unless listed otherwise.

F. ***Adjustment of charges.*** Any accounts having extenuating circumstance shall pay charges as negotiated and approved by City Manager or City Manager designee.

G. ***Sewer tap fees***. The City does not perform sewer taps, however, a sewer tap permit must be obtained by a licensed plumber at the Building Safety Department. All sewer tap fees in addition to any permit fees will be charged by the Building Safety Department. All required fees must be paid to the City prior to the property connecting to the City's sewer system.

SECTION VI: The Code of Ordinances of the City of Edinburg, Texas, at **TITLE V. PUBLIC WORKS, CHAPTER 50 GENERAL PROVISIONS SECTION 50.05 WATER AND SEWER CHARGES** is hereby amended to be read in its entirety as follows:

A. ***Definitions***. For purposes of this section, the term residential shall exclude all other property uses except residential, and Nonresidential shall include all property uses other than residential.

B. ***Rates.*** The monthly rates charged for water sold by the City of Edinburg are shown on Table 50.05-1:

Table 50.05-1

Residential Rates (Inside City Limits)					
Monthly Minimum Charge – 1st 3,000 Gallons	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
All Meters	$13.15	$14.20	$15.34	$16.57	$17.89
Additional Gallons					
3,001 – Above	$3.04	$3.28	$3.54	$3.83	$4.13
Multi-Family & Commercial Water Rates (Inside City Limits)					
Monthly Minimum Charge – 1st 3,000 Gallons	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
5/8" x ¾"	$16.36	$17.67	$19.08	$20.61	$22.26
1"	$16.36	$17.67	$19.08	$20.61	$22.26
1 ½"	$21.80	$23.55	$25.43	$27.46	$29.66
2"	$32.62	$35.23	$38.05	$41.10	$44.38

3”	$43.66	$47.16	$50.93	$55.00	$59.40
4”	$65.26	$70.48	$76.12	$82.21	$88.78
6”	$109.07	$117.79	$127.22	$137.39	$148.39
8”	$218.14	$235.59	$254.53	$274.79	$296.77
Additional Gallons					
3,001 – Above	$3.04	$3.28	$3.54	$3.83	$4.13
Residential Water Rates (Outside City Limits)					
Monthly Minimum Charge – 1st 3,000 Gallons	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
All Meters	$16.45	$17.76	$19.18	$20.72	$22.37
Additional Gallons					
3,001 – Above	$3.79	$4.10	$4.43	$4.78	$5.16
Multi-Family & Commercial Water Rates (Outside City Limits)					
Monthly Minimum Charge – 1st 3,000 Gallons	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
5/8” x ¾”	$20.45	$22.08	$23.85	$25.76	$27.82
1”	$20.45	$22.08	$23.85	$25.76	$27.82
1 ½”	$27.25	$29.44	$31.79	$34.33	$37.08
2”	$40.78	$44.05	$47.57	$51.38	$55.49
3”	$54.58	$58.95	$63.67	$68.76	$74.26
4”	$81.57	$88.09	$95.14	$102.75	$110.97
6”	$136.34	$147.24	$159.02	$171.74	$185.48
8”	$272.67	$294.48	$318.04	$343.49	$370.96
Additional Gallons					
3,001 – Above	$3.79	$4.10	$4.43	$4.78	$5.16
Residential, Multi-Family, & Commercial City Wastewater Rates (Inside City Limits)					
	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
Monthly Minimum Charge – 1st 3,000 Gallons	$9.82	$10.61	$11.46	$12.37	$13.36
Volume Rate/1,000 Gal	$1.87	$2.02	$2.18	$2.35	$2.54
Maximum Bill for Single Family Residential Customers	$37.63	$40.64	$43.90	$47.41	$51.20
Residential, Multi-Family, & Commercial City Wastewater Rates (Outside City Limits)					
	Effective March 2024	Effective October 2025	Effective October 2026	Effective October 2027	Effective October 2028
Monthly Minimum Charge – 1st 3,000 Gallons	$12.29	$13.27	$14.33	$15.48	$16.71
Volume Rate/1,000 Gal	$2.34	$2.53	$2.73	$2.95	$3.19
Maximum Bill for Single Family Residential Customers	$47.19	$50.96	$55.04	$59.44	$64.20

C. ***Water meter fees and service deposits.*** Customers will be will be charged a water tap fee and a service deposit as provided in Table 50.05-2:

Table 50.05-2

Inside City Limits Tap Fee			
Meter Size (Inches)	**Tap Fee**	**Actual Service Deposit**	**Total Amount**
5/8 X 3/4	$650.00	$100.00	$750.00
1	$950.00	$125.00	$1,075.00
1 1/2	$1,900.00	$150.00	$2,050.00
2	$2,470.00	$225.00	$2,695.00
3	*	$350.00	*
4	*	$415.00	*
6	*	$775.00	*
8	*	$830.00	*

1) Final cost shall be based on actual cost of materials and labor.
2) Cost of Street Crossing/Cuts shall be charged in addition to the tap fee.
3) Customers must hire at their own expense a contractor for required bores. Contractor must obtain all required permits prior to any work being performed at their own expense.
*A water meter in the size of 3" and above will be allowed to be installed by a contractor/developer/customer with the consent of the Utilities Department. Such meters must include the deposit fee (payable to the City) and must be installed at the contractor's/ developers/customer's own expense (refer to the latest Engineering Standards Manual for installation requirements).

Outside City Tap Fee			
Meter Size (Inches)	**Tap Fee**	**Actual Service Deposit**	**Total Amount**
5/8 X 3/4	$812.50	$125.00	$937.50
1	$1,187.50	$156.25	$1,343.75
1 1/2	$2,375.00	$187.50	$2,562.50
2	$3,087.50	$281.25	$3,368.75
3	*	$437.50	*
4	*	$518.75	*
6	*	$968.75	*
8	*	$1,037.50	*

1) Final cost shall be based on actual cost of materials and labor.
2) Cost of Street Crossing/Cuts shall be charged in addition to the tap fee.
3) Customers must hire at their own expense a contractor for required bores. Contractor must obtain all required permits prior to any work being performed at their own expense.
*A water meter in the size of 3" and above will be allowed to be installed by a contractor/developer/customer with the consent of the Utilities Department. Such meters must include the deposit fee (payable to the City) and must be installed at the contractor's/ developers/customer's own expense (refer to the latest Engineering Standards Manual for installation requirements).

D. ***Individual Meter***. All residential and businesses accounts may be individually metered.

E. ***Service***. Deposit refund. Service deposits may be refunded as follows:

1. When service is terminated and the account is fully paid;

2. To any customer who shall be under the same account and maintains such account without delinquency for a continuous 24-month period from the date of deposit;

3. To any new or transfer customer who can provide evidence of no delinquency for a continuous 24 month period from a previous utility provider; and

4. Deposits shall not be transferred to another customer.

5. Deposits can be transferred for the same customer to a different location account with a zero balanced account.

F. ***Determination of meter size***. All meter sizes shall require prior approval by the Utilities Department. Final meter size determination will be made by the City of Edinburg and shall be based on consumption standards.

G. ***Replacement of meters based on consumption***. Upon review of consumption history, the City of Edinburg may replace meters to comply with consumptions standards and must be approved by the Director of Utilities. No refunds shall be made for downgraded meter sizes.

H. ***Water meter testing charge***. Charges by the City of Edinburg for the testing of water meters and customer requesting meter re-reads within the City of Edinburg CCN are as follows:

1. Within City:

   i. Meter Testing - $20.00

   ii. Customers requesting meter re-reads - $20.00

2. Outside City:

   i. Meter Testing - $30.00

   ii. Customers requesting meter re-reads - $30.00

I. ***Adjustment of charges***. Any accounts having extenuating circumstance shall pay charges as negotiated and approved by City Manager or City Manager designee.

J. ***Traveling Meters***. Service from a fire hydrant or water service for construction projects shall be for the following estimated charges for a traveling meter:

1. Installation, $75.00

2. Relocation, $50.00

3. Deposit, $750.00

The Deposit Fee shall not be waived due the limited equipment availability. The Deposit Fee shall cover, but not limited for unpaid utility fees/bills and/or damaged, lost or stolen hydrant (traveling) meters.

K. ***Ownership of meters***. All meters shall remain the property of the City of Edinburg.

L. ***Meter location; existing service***. All meters shall be placed at a location nearest existing service line location in conjunction with the latest City of Edinburg Engineering Standards Manual.

M. ***Meter relocation***. All requests for meter relocation by the customers shall be made at the expense of the customer. The cost for the relocation shall by based on required materials and labor (refer to Table 50.05-2).

N. ***Additional Charges***. All payments, with the exclusion of cash and physical checks, will be subject to convenience and transaction fees.

SECTION VII: REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION VIII: SAVINGS CLAUSE: If any section, part, or provision of this Ordinance 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 Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION IX: PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION X: CODIFICATION: The provisions of this Ordinance shall be published in the appropriate sections of the Code of Ordinances of the City of Edinburg, Texas as soon as practicable.

SECTION XI. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

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 V.T.C.A., Government Code, Section 551-041, on the 16th day of January 2024.

CITY OF EDINBURG

BY: _____
Ramiro Garza Jr., Mayor

ATTEST:

_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA, CITY ATTORNEY

BY: _____
Omar Ochoa, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
VARIANCE
Agenda Item No: 9.A.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203-1, Right-of-Way & Paving Width, Highest Praise Church RGV Subdivision, Being a 0.84 Acre Tract of Land Out of Lot 18, M.L. Woods Tract No. 4 Subdivision, Located at 818 East Trenton Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the south side of East Trenton Road, and 800 feet East of South I-69C, and is within the City of Edinburg, City Limits. The 0.84 acre tract is currently occupied by a single family residential home. The proposed development is to remodel the current home into a church for a local congregation. The property is currently undergoing subdivision review under the name Highest Praise Church RGV Subdivision and is a one (1) lot subdivision and is approximately 36,590.40 sq. ft. Rio Delta Engineering, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.203-1 Right-of-Way & Paving Width This requested variance is to Article 5, Section 5.203-1 as it applies to road widening dedication and costs. The developer is required to either escrow, or widen and improve Trenton Road for this subdivision. The developer is requesting to not escrow, or widen and pave Trenton Road, but will dedicate the required right of way for future expansion. UDC Section 5.203-1 requires dedication of Right of Way to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) classification standard. RGVMPO has Trenton Road classified as a Principal Arterial right of way which is a required total of 120 ft. The developer is required to have ½ of the 120 ft. from center line meaning only 60 ft. is required for this property. The estimated cost of construction for the total of 176.21 linear feet of frontage is $23,000.

The Planning & Zoning Commission recommended with a vote of 6-0 to approve the variance request.

3. **Staff's Recommendation:**
Staff recommends approval of the variance request. The applicant will dedicate the right of way required during the subdivision review process. Sidewalks will be built to City of Edinburg Standards, a variance request has not been submitted.

Reviewed by:
Jesus Saenz, Assistant City Manager Final Approval - 1/12/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Attachments: Highest Praise Church

Application

Sec. 5.203, Streets Cross Sections

A. Right-of-Way and Pavement Widths. Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.

B. Adjustments. The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.

C. Half Streets Prohibited. No half-streets shall be permitted in new subdivision plats.

Table 5.203-1

Right-of-Way Widths[1]

Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required[2] (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector[3]	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--

TABLE NOTES:

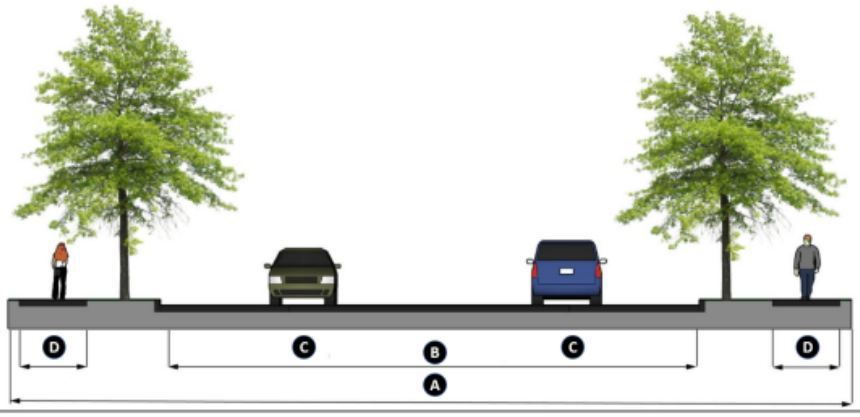
[1]Refer to the City Standards Manual Street Details for more information.

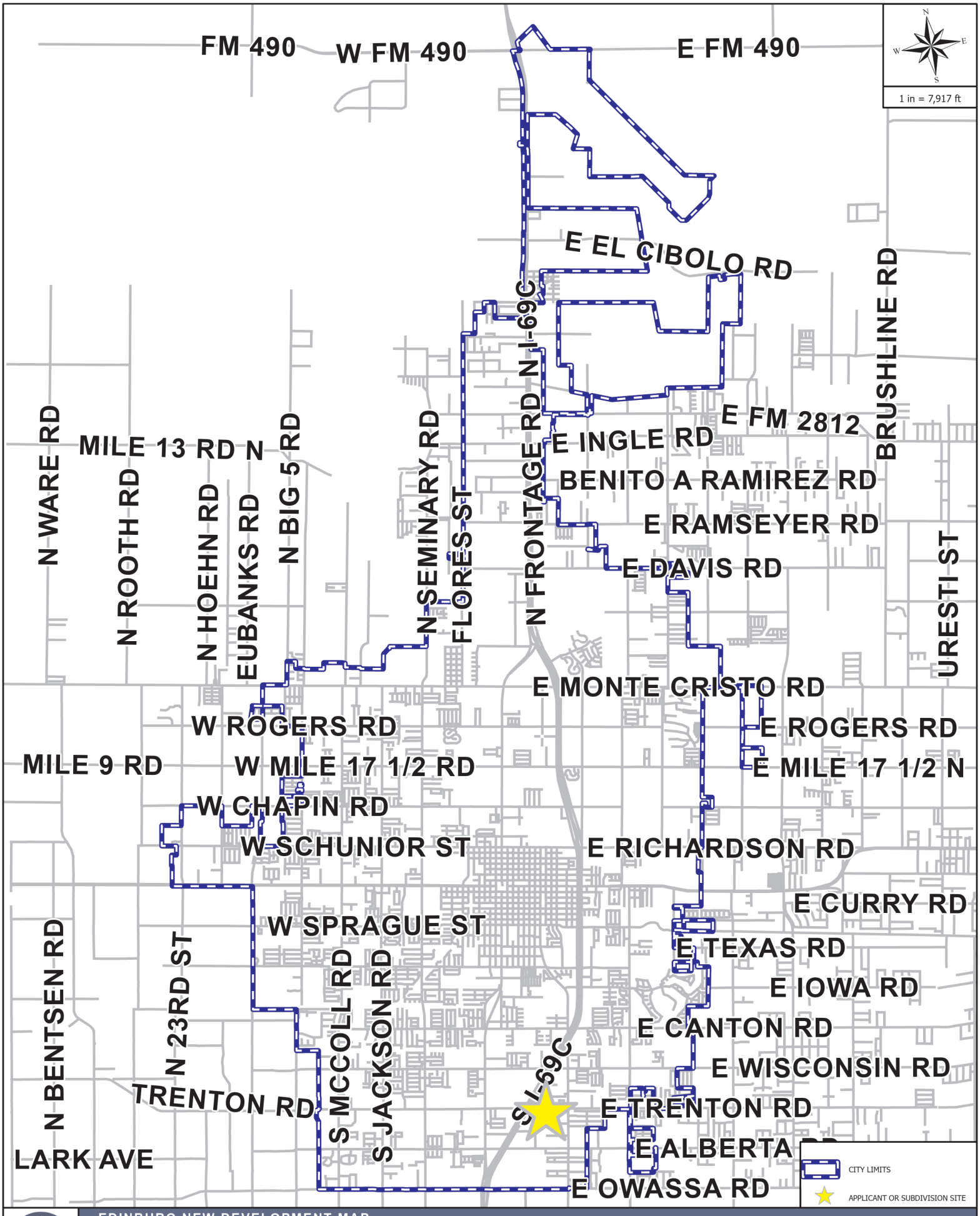
[2]From back-of-curb to back-of-curb.

[3]Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.

Figure 5.203-1

Sample Right-of-Way Cross-Section

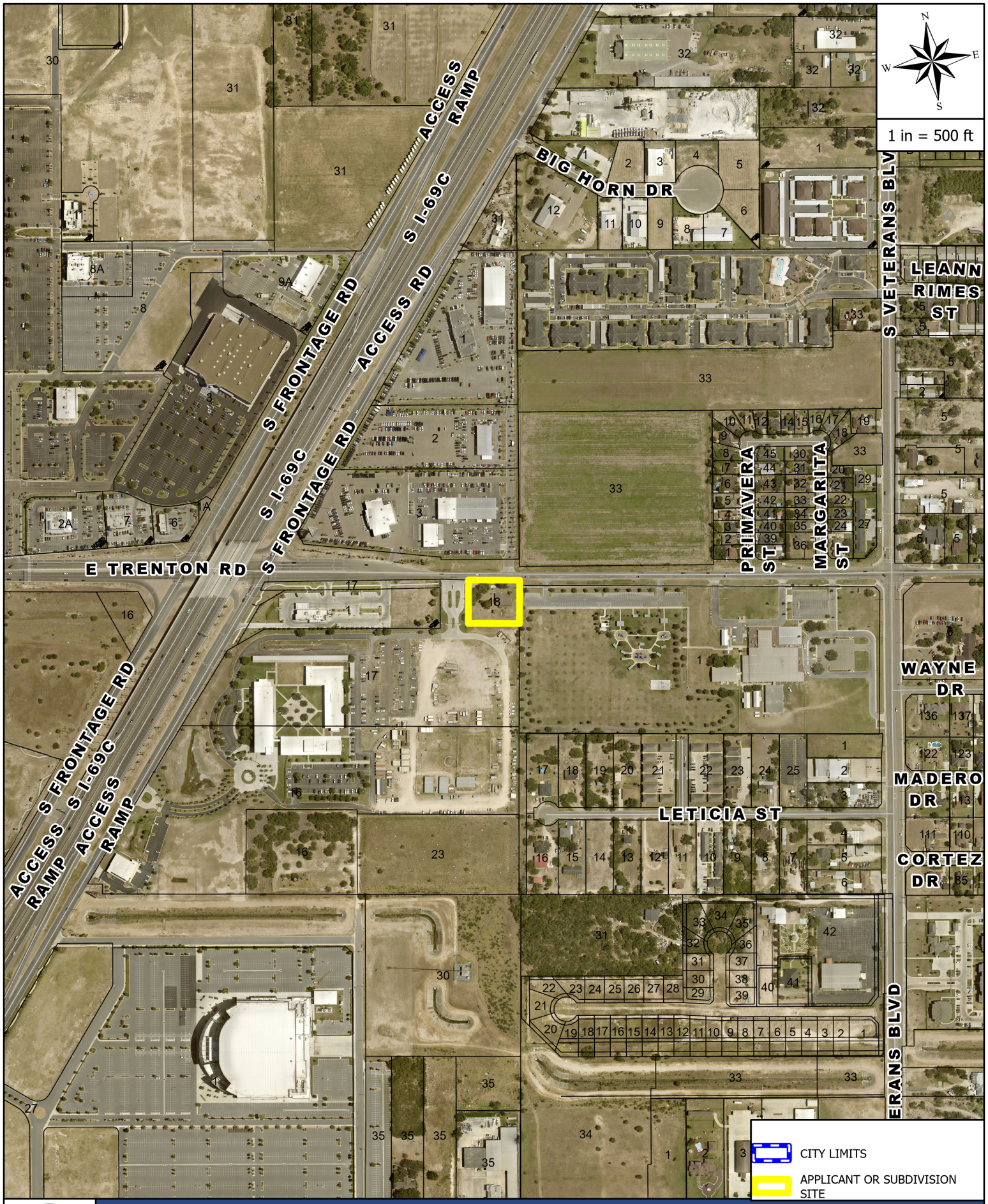




EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

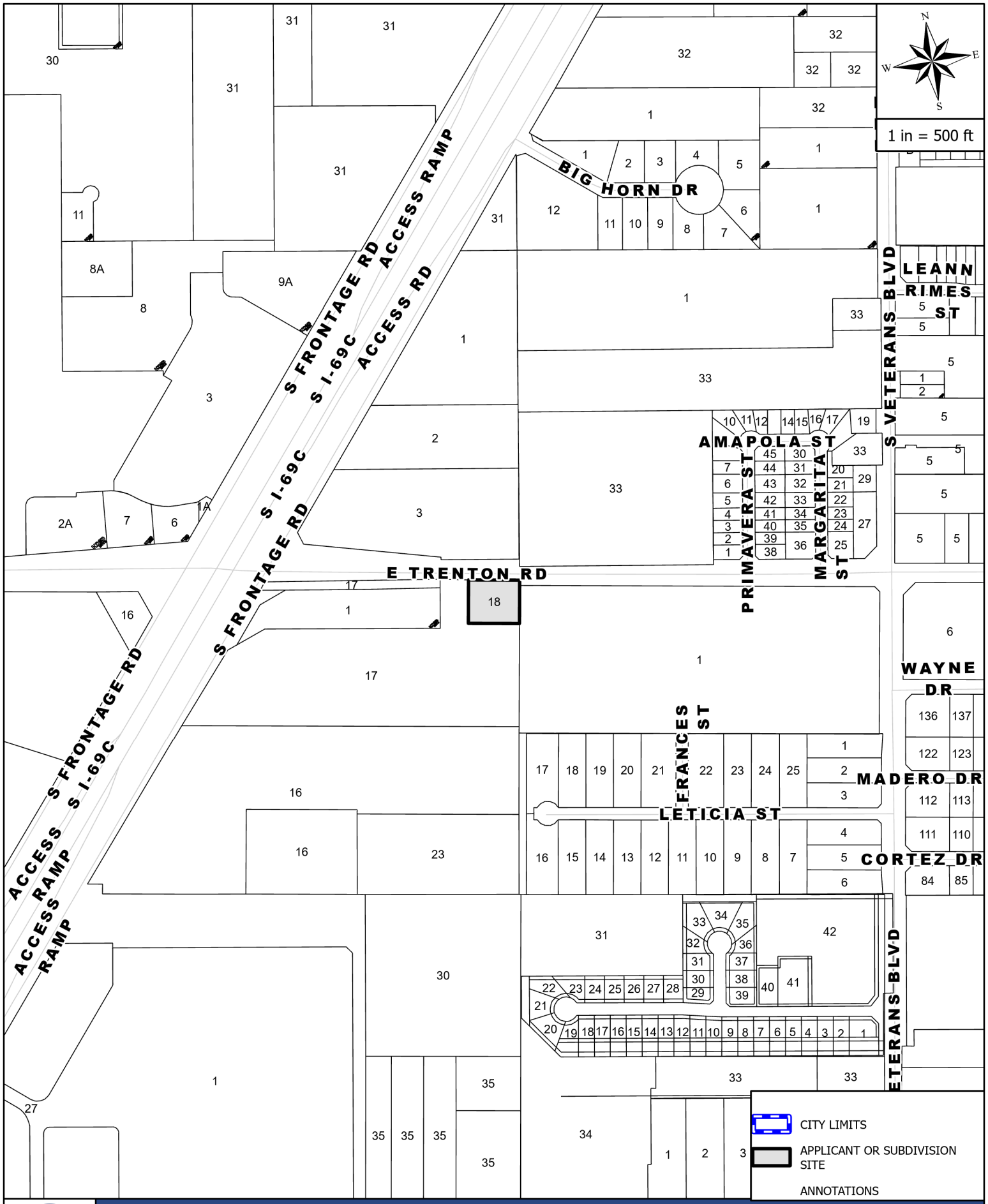
HIGHEST PRAISE CHURCH RGV



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

HIGHEST PRAISE CHURCH RGV



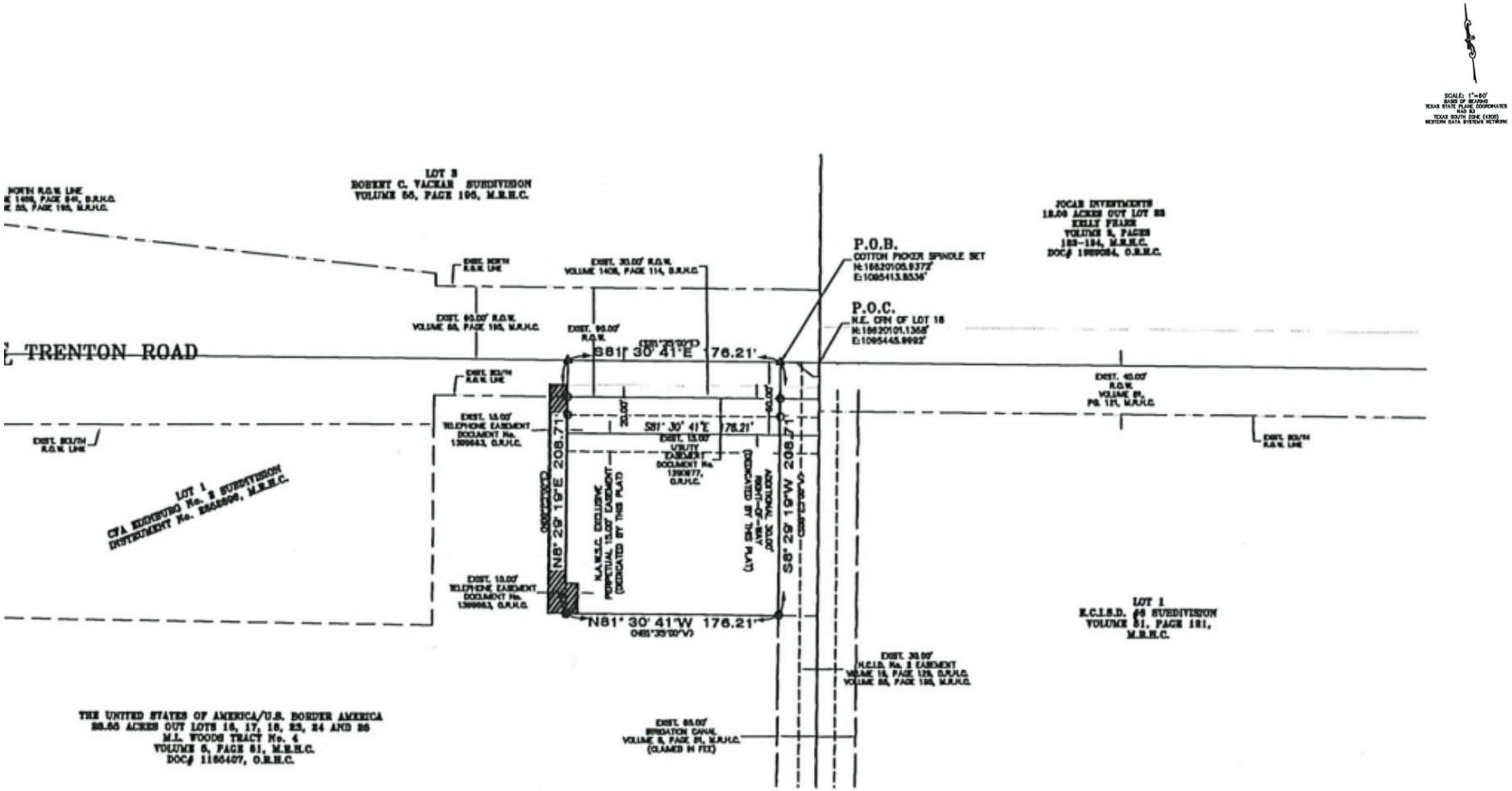
MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

HIGHEST PRAISE CHURCH RGV

HIGHEST PRAISE CHURCH RGV SUBDIVISION

BEING 0.84 ACRES TRACT OF LAND, MORE OR LESS, SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SAID 0.84 ACRES TRACT BEING OUT OF AND FORMING A PART OF LOT 18, M.L. WOODS TRACT No. 4, RECORDED IN VOLUME 5, PAGE 51, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 0.84 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
AWARDING OF BID
Agenda Item No: 10.A.
RFQ 2024-001 - Project Management Services Rotation

1. Agenda Item:

Consider Awarding RFQ No. 2024-001, Project Management Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s), as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

On occasion, the City of Edinburg may require Project Management Services on larger scale City projects. The qualified firm(s) selected should be experienced in Project Management for various disciplines. It is expected that the qualified firm(s) selected will have a sufficient level of innovation and appraisal expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

On Tuesday, December 12, 2023, requests for qualifications for RFQ No. 2024-001, Project Management Services were received and opened. A total of twelve (12) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The Rotation Pool is for potential projects between January 2024 through December 2025. The following qualified firms listed in alphabetical order have submitted Statements of Qualifications in response to this RFQ:

1. B2Z Engineering, LLC
2. Broaddus & Associates
3. Brownstone Consultants
4. BTI, Inc.
5. Halff Associates, Inc.
6. Manhard Consulting
7. NorrisLeal, LLC
8. Rio Delta Engineering
9. RO Engineering, PLLC
10. RRP Consulting Engineers LLC
11. SAMES, Inc.
12. Supreme Engineering, PLLC

3. Staff's Recommendation:

Approve Awarding RFQ No. 2024-001, Project Management Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s), as Projects Arise.

Reviewed by: **Prepared by:**

Tomas Reyna, Assistant City Manager
Ascencion Alonzo, Finance Director

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Notice to Respondents - Project Management Services
B. Bidders List: Project Management Services
C. B2Z Engineering RFQ
D. Broaddus & Associates RFQ
E. Brownstone Consultants RFQ
F. BTI, Inc. RFQ
G. Halff Associates, Inc. RFQ
H. Manhard Consulting RFQ
I. NorrisLeal RFQ
J. Rio Delta Engineering RFQ
K. RO Engineering RFQ
L. RRP Consulting Engineers, LLC RFQ
M. SAMES, Inc. RFQ
N. Supreme Engineering RFQ
O. RFQ_PM_ Sample Agreement

REQUEST FOR QUALIFICATION

2024-1

PROJECT MANAGEMENT SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: November 22, 2023

DEADLINE FOR QUESTIONS: December 4, 2023

RESPONSE DEADLINE: December 12, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR QUALIFICATION

Project Management Services

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Evaluation Criteria .....

Attachments:

A - RFQ_PM_Agreement

1. Introduction

1.1. Summary

The City of Edinburg's Engineering Department is currently seeking to retain a rotation list of qualified consulting firms to provide project management services. The term of the contract will be two (2) years from 01/01/2024 – 12/31/2025. The work will be assigned on an as-needed basis for a variety of capital improvement projects and city programs and projects. The work may be discrete, short term assignments or may be part of larger capital or planning efforts. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

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.

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. The City of Edinburg is interested in entering into continuing contracts with one or more qualified construction management firms to provide Citywide Construction Management Services. The specified services shall consist of providing Construction Management Services throughout the City, as required and directed by the City of Edinburg staff, on its various new construction, remodeling, renovation, life safety, maintenance and repair projects.

1.2. Contact Information

Mardoqueo Hinojosa
City Engineer
415 W. University Drive
Edinburg, TX 78539
Email: mhinojosa@cityofedinburg.com
Phone: (956) 388-8211

Department:
Engineering

Department Head:
Mardoqueo Hinojosa
Engineering Director

1.3. Timeline

Release Project Date	November 22, 2023
Question Submission Deadline	December 4, 2023, 10:00am

Proposal Submission Deadline	December 12, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Project Management Services.

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

3:00 pm, Tuesday, December 12, 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 respondent'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, December 12, 2023.

To obtain a copy of the Request for Qualifications 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 RFQ No. 2024-1 to 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 proposals. The respondent's firm name shall appear on the outside of the envelope.

Submit Hard Copy 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)

RFQ No. 2024-1

If you have any questions or require additional information contained in the RFQ, you may contact Criselda Lozano, Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 10:00 am on Monday, December 4, 2023.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for: 2024-1 Project Management 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.

DEVIATION FROM SPECIFICATION

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.

SUBMITTAL OF "HARD COPY" RFQ

If submitting a Hard Copy RFQ, it must be submitted in a sealed envelope by the vendor. **Submit five (5) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive (or upload)**. Each RFQ must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFQs submitted by facsimile (fax) will not be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQs 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. Failure to meet RFQ 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

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.

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.

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.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

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 Assistant Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFQ 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 RFQ. 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 RFQ 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 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. 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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications Project Management Services as specified.

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.

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.

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".**

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.

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.

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.

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.

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.

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.

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.

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.

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 Qualifications, if so stated in the Request for Qualifications. 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 Qualifications or reject the Qualifications 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.

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.

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.

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.

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.

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) 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. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

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. Scope of Services for Project Manager

The scope of construction management services will be identified on a project-by-project basis and will vary depending on project needs. A project scope may include, but is not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrades and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. All services shall be performed pursuant to applicable law, rule, or regulation and pursuant to applicable policy of the City of Edinburg.

The City of Edinburg reserves the right to add or delete, at any time, any or all tasks or services.

1. The firm(s) selected under this continuing contract will be responsible for assigned projects.
2. The City reserves the sole right to select more or less than three Construction Managers as it deems necessary.
3. This will be a multiple award contract for an initial period of two years. The total term of the agreement (including all renewals) shall not exceed the final completion of a project started by firm.
4. Selected firms will be required to adhere to guidelines and code as set forth by International Building Code, Unified Development Code and City's Engineering Design Standards for assigned projects (unless otherwise instructed by City Staff).

A. **General** – A wide range of services may be required including, but not limited to:

A. Perform assigned duties and responsibilities upon issuance of Job Task Order or notice to proceed in accordance with the scope provided in such work order or notice or upon direction of the City's designee.
B. Work will consist of trades necessary to complete work as detailed in the construction documents, specifications and/or as directed by the City's Project Manager.
C. All work must comply with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s) is required, and will be provided by the CM at no additional cost to the City.
D. Provide recommendations regarding construction feasibility, labor availability, material usage, time requirements and update completion date based on project plans, specifications, verbal instruction(s) or combination thereof.
E. Prepare cost estimates for alternative designs and material recommendations to improve project budget and its management.
F. Prepare Guaranteed Maximum Price (GMP) to include any construction, material, labor, self-performed work and management cost, detailing each area of the proposal.
G. Provide Value Engineering Services and make recommendations to assure compliance with GMP.
H. Prepare/coordinate construction schedule for the Construction Team.
I. Update schedules, activity sequences, and duration milestone dates as needed.

J. Always provide site supervision during the requested services.

B. **Pre-Construction Phase**

A. Assist the City and the City's Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
B. Establish the master project schedule identifying all different phases and all milestone items.
C. Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the City. The GMP shall include the substantial completion date of the project.
D. Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
E. Work with and coordinate activities with any other contractors that the City contracts work with for the project.
F. Review all applicable documents to ensure constructability and to minimize change orders.
G. Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by the City as direct material purchases.
H. Coordinate with the City's Professional Consultants to finalize construction documents and develop bid packages.

C. Procurement (Bids and Awards)

A. Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
B. Assess conditions in the construction market to identify factors that will or may affect costs and time for completing the project.
C. Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
D. Compile bid specifications and packages, utilizing City's bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchases.
E. Solicit, advertise, accept, review, and, based on approvals by the City, award bids to qualified subcontractors based on the bid packages identified.

D. **Construction Phase**

A. Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
B. Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
C. Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
D. Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.

E. Provide materials to job site in a timely manner and assure their safe keeping, meeting the terms of the contract, adhering to project scheduling, and direct material purchase program.
F. Develop, implement cost controls, and provide financial accounting services for documentation of projects.
G. Coordinate on-site construction management services including, but not limited to:
A. progress job site meetings
B. maintain daily on-site project log and schedule report
C. oversee quality assurance testing and inspection programs
D. monitor construction management staff and subcontractor work performance for deficiencies
E. maintain record copy of all contract documents
F. coordinate requests for information (RFI) submittals
H. review adequacy of and oversee and ensure compliance with construction management staff and subcontractor safety programs and policies.

D. **Close-Out Phase**

A. Assemble and deliver sufficient hard copies and electronic copies on USB/Flash Drive of closeout documents, parts and operational manuals, and repair and parts manual.
B. Coordinate project close-out, start-up and transition to operation
C. Coordinate completion of As-Built documents with City's Building Official and Project Manager.
D. Complete or coordinate completion of punch-list items generated by the City's Professional Consultant and the City's representatives during their inspections.
E. Coordinate with the City's Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document.
F. Coordinate with the City's Building Official to prepare the Certificate of Final Inspection.
G. Coordinate and conduct Building Warranty Inspections
H. Warrantee all workmanship and material for one (1) year following substantial completion.
I. Ensure coordination and implementation of equipment training for City staff.
J. Provide USB/Flash Drive for all project photos.
K. Project video record of any training provided to City's staff.

4.2. Submittal Requirements

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:

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;

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.

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.

Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).

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 (or upload) of response must be provided.

4.3. General Requirements

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. The City of Edinburg is interested in entering into continuing contracts with one or more qualified construction management firms to provide citywide construction management services. The specified services shall consist of providing construction management services throughout the City, as required and directed by the City of Edinburg staff, on its various new construction, remodeling, renovation, life safety, maintenance and repair projects.

"Construction Management Services" means those services whereby the construction manager is selected to provide consulting services during the design phase; and management and contractual responsibility for the total construction project under a negotiated fee and guaranteed maximum price construction contracting method. A fee is negotiated for profit, overhead, and direct management costs. Trade contracts are awarded by the construction manager based on competitive bids received in response to invitations to bid issued by the construction manager. A guaranteed maximum price is provided by the construction manager, and the total price paid to the construction manager is either the fee plus the actual cost or the guaranteed maximum price, whichever is less.

"Continuing Contract for Construction Management Services" means a contract with a construction manager for work during a defined time period on construction projects described by type, which may or may not be identified at the time of entering into the contract, and under which the estimated construction cost of each individual project or study activity costs do not exceed the amount permitted by law for work of a specified nature as outlined herein or in the contract.

Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than specified 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. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **PROJECT MANAGEMENT SERVICES.**

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. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

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

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 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...

*Response required

*5.4.8. 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

*5.4.9. 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

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Overall Qualification of Team** Discuss the firm's experience and history in performing project management services in a timely manner, particularly for other governmental agencies in the past Two (2) 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. Submit resumes summarizing qualification and experience of project manager, key staff and any support staff likely to be assigned to the work, as well as licensed to practice Engineering or Architecture in the state of Texas.	Points Based	40 *(40% of Total)*
2.	**Previous Experience with City** Describe any previous projects with the City of Edinburg that relate to this Request for Qualifications.	Points Based	10 *(10% of Total)*
3.	**Ability to meet Schedules and Deadlines** Describe the firm's unique approach to getting projects completed within the originally established schedules and wats to keeping projects on time.	Points Based	30 *(30% of Total)*
4.	**Stability and References** Provide at least thee (3) references (names and current phone numbers) from recent work. List all the 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. Include a recommendation letter from the reference.	Points Based	15 *(15% of Total)*
5.	**Presentation** Presentation of the Request for Qualifications	Points Based	5 *(5% of Total)*

123 BUILDERS CO.
1836 ENGINEERING, LLC
1DZ ENTERPRISE LLC
2800 GAH, LLC
3AGJ LLC
3CORE SYSTEMS, INC
3T ENVISAGE CONSULTANCY LLC
4L OILFIELD SERVICES, LLC
7TH ECHELON, LLC
9 Ether Global Services, LLC
A.B. LEATHERWOOD LLC
A.O. PHILLIPS & ASSOCIATES
AARETE LLC
ABDELADIM & ASSOCIATES
ABRAHAM'S LEGEND LLC
ABSOLUTE CONSULTING GROUP LLC
ACCENTURE LLP
ACCESS INNOVATION PARTNERS, LLC
ACCESS SCIENCES CORPORATION
ACS ENGINEERING & SAFETY, LLC
ACUMEN ENTERPRISES, INC.
ADAPTIVE & EFFICIENT DESIGN SERVICES, LL
ADAR INCORPORATED
ADONIUS CORP.
ADVACAP TECHNOLOGIES, LLC
ADVON TRANSPORT LLC
AFC BELLE MAISON DEVELOPMENT, LLC
AG3 GROUP, LLC
AGCM, INC.
AGH2O HOLDINGS, LLC
AGILEASSETS INC.
AGUIRRE PROJECT RESOURCES LLC
AHADI LLC
AHP CONSTRUCTION & SUPPLY LLC
AICHNER CONSULTING LLC
ALAMO KREATIV VIDEO
ALAS LLC
ALCYON GLOBAL LLC
ALIS Software LLC
ALL-N-ONE SERVICES, LLC
ALLIANCE TRANSPORTATION GROUP, LLC
ALLIED PARTNERS LLC
ALLSTAR SERVICES GROUP, LLC
ALPHA BUILDING CORPORATION
ALPHAZULU CONSULTANTS LLC
ALPHIOMEGA, LLC
AMERESCO, INC.

AMERICAN RESTORATION LLC
AMERICANA BUILDERS
AMP CONSTRUCTORS, LLC
ANDRES CONSTRUCTION SERVICES, LLC
ANDTECH SOLUTIONS, LLC
ANODYNE IMAGING & SERVICES LLC
ANR CONSULTING GROUP, INC.
AOG Global Strategy, LLC
APEX COST CONSULTANTS, INC.
APRIL GRIFFIN, ATTORNEY AT LAW
APS SYSTEMS INC
APSI CONSTRUCTION MANAGEMENT
APTIM ENVIRONMENTAL & INFRASTRUCTURE,LLC
AR Herrington Consultancy LLC
AR6 CONSTRUCTION & ENGINEERING, LLC
ARLOS GROUP, LLC
ARRATI INCORPORATED
ARS Engineers, Incorporated
ASHTON BYAM CONSULTING, LLC
ASPELL SERVICES, INC.
ASPIRON TECHNOLOGIES CORP.
ASPIRYON, LLC.
AT&T CORP.
ATHENA VENTURES & ASSOCIATES, LLC
ATLANTIC BUILDING CONSULTANT & SERVICES
ATSER, L.P.
AVENUE PLANNERS CORP
AVILES ENGINEERING CORPORATION
AbsamGlobal LLC
Absolute Service Solutions, LLC
Addison Prime LLC
Alfaro Consulting, LLC
All Points Inspection Services, Inc.
Alliance GeoServices, LLC
Allied Supply Chain Support & Services,
American Human Capital, LLC
Angela Holden
Apostle Construction Enterprises, LLC
Atkins Powerhouse Consulting, LLC
Austin Permit Service, Inc.
Aztec Contractors, Inc.
B12 CONSULTING, LLC
BAL-TEX, LLC
BALANCE COACHING AND CONSULTING
BALCONES ENVIRONMENTAL CONSULTING, LLC
BANDINI ENTERPRISES, INC.
BARNETT CONSULTING GROUP, LLC

BARTON ARCHITECTURE AND PROJECT MANAGEME
BASECOM, INC.
BCL&D Services
BERT LLC
BEYOND BRANDING
BILLY EDWARD CONSULTING INC.
BINKLEY & BARFIELD, INC.
BION SOL LLC
BJackson Enterprises LLC
BKD, LLP
BLGY, INC.
BLOC DESIGN-BUILD, LLC
BLOCKHEAD STRATEGY CONSULTING LLC
BLUE LYNK LLC
BLUE STONE CONSULTING LLC
BLUEPRINT CREATIONS LLC
BORDERLAND PARTNERS LLC
BOWMAN ENGINEERING & CONSULTING, INC.
BRACANE COMPANY
BRADLINK, LLC
BRAUN & BUTLER CONSTRUCTION INC
BRIDGER SYSTEMS
BRIGHTLEAF GROUP, INC.
BRIZO CONSTRUCTION LLC
BROADDUS & ASSOCIATES, INC.
BROWN-MCKEE, INC.
BRUNCH AND SLAY, LLC
Bailey's Premier Services, LLC
Bear Management Consulting Group, LLC
Blue Collar Advising, LLC
Bocci Engineering, LLC
Bragg Resources Inc
Brandy Brown and Associates, LLC
Brian Smith Construction Inspection, Inc
Brownstone Associates LLC
BuzzChalk
C&T Information Technology Consulting, I
C2ENGINEER, INC.
CA CARL AHMED ASSOCIATES, LLC
CAET Project Management Consultants, LLC
CAMELOT SERVICES, INC.
CAN-AM WIRELESS, LLC
CARCON INDUSTRIES & CONSTRUCTION, LLC
CAROUSEL INDUSTRIES OF NORTH AMERICA, IN
CARVIA TECH LLC
CASTLEFIRTH TEXAS LLC
CASTLEROCK RESOURCES LLC

CATEN CONSULTING GROUP LLC
CBFC, LLC
CBMAA, Inc.
CDM SMITH INC.
CELER SYSTEMS, INC
CENTRADA SOLUTIONS, LLC
CENTRAL MANAGEMENT, INC.
CGI TECHNOLOGIES AND SOLUTIONS, INC.
CHALWAIS PM, LLC
CHANGE IN MOTION LLC
CHARLES N. WHITE CONSTRUCTION COMPANY
CHASESOURCE REAL ESTATE SERVICES LP
CI FLEX SOLUTIONS, LLC
CLEARLINE INC
COASTAL BEND ROOFING, LLC.
COLUMBIA ADVISORY GROUP
COMBINED ARMS CONSTRUCTION LLC
COMPUTER AID, INC.
COMPUTER CORPS
CON-E-MACK INC
CONDOR CONSULTING GROUP, LLC
CONDUENT STATE HEALTHCARE, LLC
CONSTRUCTION & ENVIRONMENTAL
CONSTRUCTION ZONE OF TEXAS, LLC.
CONSTRUCTIVE DEVELOPMENT SERVICES LLC
CONTRACT SERVICE INNOVATIONS, LLC
CONVO CONSULTING, LLC
COOPER CONSULTING COMPANY
COOPER SQUARED, LLC
CORBIN SOLUTIONS GROUP, LLC
COX CONCRETE CONTRACTORS, INC.
CRE8AD8, LLC
CREAN & ASSOCIATES, INC.
CROSSROADS INTERNATIONAL CONSULTANTS, LL
CTNJ CONSTRUCTION LLC
CUSHMAN & WAKEFIELD U.S., INC.
CUSTOMER EXPERIENCE SOLUTIONS
CWA FEDERAL CONSTRUCTION
Candis Consulting, LLC
Catalyst Advisors, LLC
Cenergistics Consulting Group, LLC
City and Sea Group LLC
Coastal Consulting, Inc.
Cognitive Professional Services Inc.
Con-Cor Inc.
Conde, Inc.
Connective Talent Corp.

Container Management, Inc.
CorporateLounge, LLC
Crescendo Advisory Group LLC
D & A COMPLETE SERVICES LLC
D & K REAL ESTATE INVESTMENTS, LLC
D&S CONSULTANTS, LLC
DACIK GLOBAL HOLDINGS, LLC
DAE & ASSOCIATES LTD.
DARBY CONSULTING, LLC
DAVCAR INCORPORATED DBA DAVCAR
DECCA CONSULTING LLC
DECENT CONSTRUCTION COMPANY, INC
DEFLOURISH LC
DELOITTE CONSULTING LLP
DERRICK CONSTRUCTION COMPANY, INC.
DIVERSE GLOBAL STRATEGIES, LLC
DKJ Group, Inc.
DKS ASSOCIATES
DMA COMMUNITY PARTNERS, LLC
DOCUMENT LOGISTIX LLC
DONALD L. MOONEY ENTERPRISES, LLC
DPTV TANGO, LLC
DR. D'S LEVERAGE, LLC
DYE MANAGEMENT GROUP INC
DYNAMIC LOGISTICS & ADMINISTRATIVE SERVI
Denovo Consultants LLC
Dikita Enterprises Inc.
Dream4self Business Services, LLC
E QUALITY CORPORATION
E2S STRATEGIES, LLC
EAS DEVELOPMENT
EASON ELITE LLC
EASTEX ENVIRONMENTAL LABORATORY, INC.
ECCO SELECT
ECOTURN, LLC
EDGE Engineering, PLLC
EDWARDS CONSULTING GROUP, LLC
EJES, INC.
ELECTRO SYSTEMS ENGINEERS, INC.
ELEVATE RESEARCH GROUP, LLC
ELEVATE STRATEGIES LLC
ELEVATED SOLUTIONS TEAM LLC
ELK ELECTRIC, INC.
EMCARE CONSULTING LLC
EMPHES INCORPORATED
EMPLOYOU, LLC
ENCOTECH ENGINEERING CONSULTANTS, INC.

ENVIRONMENTAL INTELLIGENCE LLC
EOLASANO LLC
EROSION CONTROL INDUSTRIES, LLC
ESKAY GROUP LLC
ESSCO INTERNATIONAL, INC.
EVOLVSYS, LLC
Eclat Integrated Software Solutions, Inc
Educational Execution & Evaluation LLC
Eischen's General Contracting, LLC
Enigma, LLC
Ervin Management Group, LLC.
Executive Enterprise Consulting Services
FACE TO FACE INTEGRATED TECHNOLOGIES LLC
FACILITIES RESOURCE, INC.
FALCONA MANAGEMENT & TECHNOLOGY, L.L.C.
FALKENBERG CONSTRUCTION COMPANY, INC
FFG Strategic Consulting, LLC
FIRSGEN INC.
FIRST DATA GOVERNMENT SOLUTIONS, LP
FIVE STARS ANALYTICS LLC
FLINT RIVER LOGISTICS LLC
FORESIGHT PLANNING & ENGINEERING
FOSTER CM GROUP, INC.
FRANKLIN ASSOCIATES, LLC
FREESE AND NICHOLS INC
FRONT LINE TRACE CONSULTING LLC
FYZER GROUP USA
Family Restoration and Economic Empowerm
Francis & Francis Engineering, PLLC
Frontier Media, Inc.
G2 CONTRACTORS, LLC
G2 Commercial Construction LLC
GB TECH, INC.
GENERATION HOUSING DEVELOPMENT, L.L.C.
GENIUS ROAD, LLC
GEOTEST ENGINEERING, INC.
GEOTHEMATICS LLC
GETAN RESOURCES, LLC
GG's Construction, LLC
GLOBAL FORCE USA, INC.
GLOBALIZE AMERICAN SAFETY, LLC
GLOBE Engineers, Inc.
GMC Consultants LLC
GML SOLUTIONS
GO LIVE MANAGEMENT, LLC dba Tyger i Cons
GOLDEN FACILITATION ENTERPRISE LLC
GORDON-DARBY, INC.

GOV GURU LLC
GOVERNMENT COMPASS LLC
GRACEN ENGINEERING & CONSTRUCTION, INC.
GRANCHELLI CONSTRUCTION LLC
GRANTWORKS
GREATER FOR GOOD
GREEN'S TRANSPORTATION LLC
GROWING BRIGHT IDEAS LLC
GUPTA & ASSOCIATES, INC.
Global Civil Solutions, LLC
Gonzalez, Kypuros, and White Inc.
Goodwille Pierre, LLC
Growth Team LLC
H.W.G. CONSULTING LLC
H2O Partners, Inc.
HARUTUNIAN ENGINEERING, INC.
HDI SOLUTIONS, LLC
HEARTHSIDE DEVELOPMENT CORPORATION
HIGHGROUND TECHNOLOGIES, INC.
HILLDAY PUBLIC RELATIONS, INC.
HM HEALTHCARE SOLUTIONS GROUP, INC.
HUB HOUSING, LLC
HVJ Associates, Inc.
HYBAS INTERNATIONAL, LLC
HYLAND SOFTWARE, INC.
HZ TECHNOLOGIES,LLC
Halford Busby LLC
Hallmark Mitigation & Construction LLC
Harrah LLC
Hayat Brown LLC
Heristic, LLC
Hopson Project Services
IBRIDGE GROUP, INC.
ICM SOLUTIONS
ICON DIVERSIFIED, LLC
IDEAL IT TRENDS
IDEALTEX AG LLC
IDT ELITE ENTERPRISE, LLC
IEG INTERESTS, INC.
IMS GLOBAL LLC
INNOVATIVE MANAGEMENT SOLUTIONS
INQUEST RESOURCES
INSIDE OUT SOLUTIONS LLC
INSIGHT GLOBAL
INSTANT DATA TECHNOLOGIES, INC.
INTELLEMATION LLC
IROHN CONSTRUCTION SERVICES

IRONWOOD BUSINESS CONSULTING, LLC
ISF, INC
IT CONFLICT LLC
ITOS Consulting
Indio Solutions, Inc
Infinavate Consultancy Services, LLC
Innovative Shift Consulting LLC
International Genesis Professional Solut
J&N ELITE LLC
J7 Services LLC
JACKSON HALL CONSULTING LLC
JAMES GEE CONSTRUCTION, INC.
JAMES KENNEDY SERVICES, LLC
JAMES W. TURNER CONSTRUCTION, LTD.
JASMINE ENGINEERING, INC.
JINA IT SERVICES INC
JK HARRIS & ASSOCIATES, LLC
JLA Construction Solutions, LLC
JLEC, INC
JM ENGINEERING, LLC
JMA HOLDINGS, LLC
JMAC GROUP LLC
JOBSPEAKER, INC.
JODON MACLEM CORPORATION
JOHN KINGS GROUP
JOHNSON VENTURE MANAGEMENT SOLUTIONS, IN
JOHNSTON, LLC
JOINER CONSULTING, LLC
K & H Business Services LLC
K SHERAY LLC
K Strategies Group, LLC
KAEPPEL CONSULTING, LLC
KAIROS PROFESSIONAL SERVICES LLC
KATE SHI COACHING & CONSULTING
KESPE, LLC
KEY HTX DEVELOPMENT & HOLDINGS, INC.
KEYSTAFF, INC.
KH CONSULTING & DESIGN, INC.
KH SOLUTIONS, INC.
KING & GEORGE, LLC
KIRMICHAEL RAE, L.L.C.
KMCE, INC.
KPMG LLP
KRKONOS & CEPHI, LLC
KSA ENGINEERS, INC.
KST DATA INC.
KT BLACK SERVICES, LLC

Khadari Services LLC
Kilan Holdings, Inc
Knudson, LP
LACEY NEWDAY CONSULTING, LLC
LAFORTE CONSTRUCTION, LLC.
LAMB-STAR ENGINEERING, LLC
LANTEC INVESTMENT GROUP, LLC
LAREDO CONSTRUCTION, INC.
LAREDO OFFSHORE SERVICES, INC.
LAREDO TECHNICAL SERVICES, INC
LARETTA RENA CALLAWAY, PROJECT MGMT.
LAWTON MANAGEMENT LLC
LBNM CORPORATION
LCCX, LLC
LDG ENTERPRISES, LLC
LEA ASSOCIATES, LLC
LEADERSHIP RESOURCE GROUP
LEETEX GROUP LLC
LENA TECHNOLOGIES, LLC
LINWOOD PROFESSIONAL SOLUTIONS, LLC
LIVE NOT LOATHE, LLC
LOBLOLLY CONSULTING, LLC
LOGICALIS, INC.
LOGITEX 2020, LLC
LOK TEXAS, LLC
LONE STAR FACILITY MANAGEMENT GROUP, LLC
LONGHORN TECH SERVICES INC
LTO VENTURES
LUNATEK SOLUTIONS, LLC
LYNESS CONSTRUCTION
Lundy & Franke Engineering, Inc.
M & F LITTEKEN COMPANY
M STRATEGIC PARTNERS, INC.
MAAS COMPANIES
MAHUYA INDUSTRIES LLC
MAINLINE INFORMATION SYSTEMS INC
MALOBA BUILDERS & SERVICES LLC
MARIO L CARLIN MANAGEMENT, LLC
MAXIMUS CONSTRUCTION, LLC
MAYA HAWTHORNE INC
MAYSE & ASSOCIATES ARCHITECTS
MC4 Land Development, LLC
MCCONNELL & JONES LLP
MCCURRY COMPANIES MANAGEMENT GROUP LLC
MCI HOMES LLC
MCKINSEY & COMPANY, INC. WASHINGTON, D.C
MCKINSTRY ESSENTION LLC

MCKISSACK & MCKISSACK, INC.
MD ALL SERVICE SOLUTIONS, INCORPORATED
ME CONTRACTING LLC
MECHANICAL & PROCESS SYSTEMS,
MEDIA RIDERS, INC.
MEDICUS RX PHARMACY, INC.
MEETINGS MANAGEMENT NETWORK
MERCURY ASSOCIATES, INC.
MGT SUPPORT SERVICES, L.L.C.
MINDSHIFT LLC
MINT ENGINEERING LLC
MKR CONSULTING SERVICES, LLC
MLP Ventures Inc.
MMC Group, L.P.
MORENO CARDENAS, INC.
MORRIS P. HEBERT, INC.
MOTHER DAUGHTER, LLC.
MPACT STRATEGIC CONSULTING LLC
MPO Solutions, LLC
MPULSE HEALTHCARE & TECHNOLOGY, LLC
MURO Management LLC
MUSEWORK LLC
MXY + KH, LLC
MY CAPITAL HOUSING LLC
MYLES SOLUTIONS, LLC
Madeline Anz Slay Architecture, LLC
Madero Engineers & Architects, LLC
MarJuana Bush Williams PLLC
Measuring Effectiveness
Morning Associates, Inc.
N. Martinez & Associates, Inc.
N. Martinez & Associates, Inc.
NASARE ENTERPRISES, LLC.
NAVALES ENTERPRISES, INC.
NAVARRO INSURANCE GROUP, L.P.
NEUFGROUP LLC
NOBLE TEXAS BUILDERS, LLC
NORTH PARK CONSULTING, LLC
NORTH-START ENTERPRISES LLC
NOTCH PROFIT ENTERPRISE LLC
NP Strategies LLC
NPPC CONSULTING LLC
Nacho Remodeling Co.
Naqaya LLC
Nathan D. Maier Consulting Engineers, In
North American Information Systems, Inc
OAK HILL TECHNOLOGY INC.

OCTAVE GROUP LLC
OIL FIELD DEVELOPMENT ENGINEERING, L.L.C
OLIVIER, INC.
OMNAIS GROUP LLC
ONE SOURCE INTERNATIONAL, LLC
ONSET TECHNOLOGIES LLC
OPERATIONS CONTRACTING AGENCY LLC
OPTIMIZATION ZORN CORPORATION
OWNER INSITE, LLC
ObjectWin Technology, Inc.
Ordinary Folk LLC
P. E. Structural Consultants, Inc.
PAIGE MANAGEMENT LLC
PARA CONSULTING SERVICES, LLC
PARAGON PROJECT RESOURCES, INC.
PARATUM SOLUTIONS, LLC
PARSONS TRANSPORTATION GROUP INC.
PAVEN MANAGEMENT SERVICES
PCNAID INC
PERMA-TEMP PERSONNEL SERVICES, INC.
PETCHI CONSULTING LLC
PHILLIPS LANE MANAGEMENT LLC
PHT PARTNERS
PLANO DATA
PM CONNECTIONS, LLC
PM TRAINING CONSULTING CORPORATION
PMA CONSULTANTS
PMG Project Management Group, LLC
PMO SOLUTION PRO
POS MIS, INC.
PPG Global, LLC
PREMIER PROJECTS INTERNATIONAL, LLC
PRESTIGE BUILDING GROUP LLC
PRICESENZ LLC
PRINCIPLED GS LLC
PROJECT BALANCE, LLC
PROSCALAR, LLC
PROTECH GROUP LLC
PROTECHT MANAGEMENT GROUP, LLC.
PROTIVITI
PROTIVITI GOVERNMENT SERVICES, INC.
PUBLIC ADMIN CONSULTING, LLC.
Pamela L. Hubbard
Parail Consulting
Parail Group LLC
Parrish Business Services, LLC
Partners Realty, LLC

Perez Project Consulting, Inc.
Peter R McKinney
Pinebrook Design + Build, LLC
Precision Engineering Consultant Service
Prime Time Group Incorporated
ProWorks Procurement Services LLC
Project Cost Resources, Inc.
Project Management Associates, L.L.C.
Projectized Solutions, LLC
Prosperitus Solutions
Prosperity Building Group, LLC
Q & A Diversified, LLC
QA Consulting, Inc.
QUACITO LLC
QUIDDITY ENGINEERING, LLC
QUINN DEVELOPMENT GROUP
R2K CONSULTING, LLC
RABA KISTNER INC
RAVA CONSTRUCTION, LLC
RAVIR LLC
RCHG PRO RESOURCES
RE-CONSULTING, INC.
REALTY TRUST GROUP, LLC
RED CREEK, LLC
RED VELVET EVENTS, INC.
REEDER GENERAL CONTRACTORS, INC.
RELEVANCE MARKETING
REMEDI HEALTH SOLUTIONS LLC
RESOURCE AND LAND MANAGEMENT, INC.
RESOURCES FOR LEARNING, LLC
RESSEL & ASSOCIATES, LLC
REVENUE SOLUTIONS, INC.
RFD & ASSOCIATES, INC.
RGM ENGINEERING, LLC
RISE CONSTRUCTION GROUP, LLC
ROBINSON GENERAL CONTRACTORS, INC.
ROCK ENGINEERING & TESTING LAB, LLC
RODRIGUEZ BARR INC.
ROLLINS PROJECT MANAGEMENT GROUP, LLC
ROSE INTERNATIONAL
RPH Consulting Group, LLC
RS&G PROPERTIES LLC
RSI GLOBAL COMMUNICATIONS GROUP, LLC
RSW TECHNOLOGIES, INC.
RUMMEL, KLEPPER & KAHL, LLP
RYCON E&C, LLC
RYLAND ENTERPRISE INC

Royal Technocrats Inc
S&S RESOURCE SOLUTIONS, LLC
SAFAL PARTNERS, INC.
SAM-CONSTRUCTION SERVICES, LLC
SAMES, INC.
SAMS CONTRACTING CONSULTING AND TRAINING
SBK Management, LLC
SCUTTLEBUTT SERVICES LLC
SEGO MANAGEMENT & CONSULTING LLC
SERVEVET INCORPORATED
SERVICE SQUAD, INC.
SHI GOVERNMENT SOLUTIONS, INC
SIERRA ASSOCIATES ADVISORY, L.L.C.
SIPS Consults, Corporation
SKE Construction, LLC
SMARTBRIDGE, LLC
SMITH AND ASSOCIATES LLC.
SOCIUM SOLUTIONS LLC
SOLIX INC
SOURCING ADVISORY SERVICES, LLC
SPARTAN CONSTRUCTION SERVICES
SPECHT CONSULTING, LLC
SPETT SOLUTIONS INC.
SPIRE CONSULTING GROUP, LLC
SQUARE ONE CONSULTANTS, INC.
STAFFORD DISASTER RELIEF, INC.
STAIDLOGIC LLC
STARWEST MANAGEMENT LLC
STELLARGY SERVICES, LLC
STERLING ADVISING, LLC
STORY + REASON LLC
STRAIGHT LINE MANAGEMENT LLC
STREAM REALTY PARTNERS, L.P.
SUNLAND GROUP, INC.
SUPPORT SERVICES DE ELGIGA LLC
SYNDICATE WAVE LLC, THE
SYSTEMS INTEGRATION, INC.
Sarge Construction Services, LLC
Sira Consulting, Inc.
Sky Communications, Inc.
Sowells Consulting Engineers, LLC
Straight Path Solutions, LLC
Stratium Consulting Group, Inc.
Sum Theory Inc.
T.D. Consulting Group, Inc.
TAYLOR CONSTRUCTION MANAGEMENT, LLC
TECHNICAL ADVISORS, INC.

TECHNOLOGY CONSORTIUM, LLC
TECHNOLOGY TEAM, LLC
TECHPEOPLE.US INC
TEDSI INFRASTRUCTURE GROUP, INC.
TENETORY LLC
TERAN GROUP LLC
TERRENO SERVICES, INC.
TETRA TECH INC
TEXAS GOVLINK, INC.
THE AM AGENCY LLC
THE ARREIS GROUP LLC
THE ARRINGTON METHOD, LLC
THE BUSINESS TEAM LLC
THE BUTLER ENTERPRISES
THE CALLENDER LAW FIRM, PLLC
THE COLONNA GROUP, LLC
THE DIGITAL DECISION, LLC
THE ENTERMEDIA GROUP, LLC
THE EVOLVERS GROUP GENERAL, INC.
THE FOUNDATION ADMINISTRATIVE
THE JOB CONNECTION, INC.
THE METIER GROUP, INC.
THE MXY GROUP, LLC
THE NELROD COMPANY
THE NORTH HIGHLAND COMPANY
THE SARRAZIN GROUP
THE SOCIAL BEING LLC
THE THRIVAL COMPANY, LLC
THE VAAS GROUP, INC
THE VIGIL GROUP LLC
TINIX IMPACTS
TOPSARGE BUSINESS SOLUTIONS LLC
TORO CANYON CONSULTING, LLC
TRAINING & CONSULTING, LLC
TRINITY L SOLMAN & CO, LLC
TRITON GC LLC
TROIKA CONSULTING, INC.
TUCKER-ROSE ASSOCIATES LLC
TWO DEGREES - SLALOM CONSULTING
Take The Limits Off, LLC
Taylor Smith Consulting, LLC
TexCon Utility, LLC
Texas Mgt Associates, Inc.
The CCGroup LLC
The Corporate Troubleshooter, LLC
The HABITS Group LLC
The Kyra Company Business Development Se

The Spruiel Group LLC
TriVerum, LLC
UMD ENERGY SOLUTIONS
UNA INFINITY, L.P.
URBAN418 ENTERPRISE LLC
UTILITY DAMAGE INVESTIGATIONS LLC
VANIR CONSTRUCTION MANAGEMENT, INC.
VANTIVE, INC.
VARUS CONSULTING LLC
VEBA INC
VECTOR U. LLC
VERAX LLC
VERGEL GAY & ASSOCIATES, LLC
VERGER DEVELOPMENT SOLUTIONS, LLC
VESTA REA & ASSOCIATES, L.L.C.
VETERANS PROFESSIONAL SERVICES GROUP
VGG TRAVEL NOTARY LLC
VH INTERESTS INC
VIOLET CROWN MANAGEMENT, LLC
VIRTUAL EXECUTIVE PERSONAL ASSISTANTS OF
VISSPIRO STRATEGIES LLC
VIVAS CONTRACTORS, INC.
Valencia Patrick Narcisse
Vertical Events and Solutions Inc
Veteran Brothers Roofing & Restoration
Villaverde, Inc.
W. A. Robbins Construction Co., Inc.
W.J. ALEXANDER & ASSOCIATES, P.C.
WAS Enterprises, Incorporated
WENDORF BEWARD & PARTNERS, LLC
WERNER CONSULTING
WESTON SOLUTIONS INC
WHITAKER MANAGEMENT SERVICES
WHITE HARVEST ENERGY, LLC
WILDER HOLDINGS GROUP LLC
WILSON BUILDING SERVICES, INC.
WITHOUT FEAR OF HER FUTURE LLC
WITT O'BRIENS LLC
WOOLLARD NICHOLS AND ASSOCIATES
WSB & ASSOCIATES, INC.
WSP USA SOLUTIONS INC
WYCHE CONSULTING LLC
Wilson Engineering & Construction Servic
Wisdom Counselors, LLC
Witty Inventions LLC
YELLOW DOG CONSTRUCTION LLC
Young Professional Resources

Your Business Umbrella LLC
ZENSCALR LLC
ZRM EMERGENCY MANAGEMENT INC.
r2 Technologies, Inc.

THE CITY OF EDINBURG
TEXAS

Statement of Qualifications

for

2024-1
Project Management Services

Submittal Due:
December 12, 2023 at 3:00 PM

B2Z ENGINEERING
900 S. Stewart Rd. Ste. 2, 4, & 14 • Mission, TX 78572
(956) 585-3773

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B2Z ENGINEERING

December 11, 2023

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: RFQ #2024-1 Project Management Services

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) is pleased to present our Statement of Qualifications (SOQ) in response to the City of Edinburg's solicitation for Project Management Services. B2Z is excited and pleased to express our interest and commitment to providing quality Project Management Services to the City of Edinburg as outlined in the above-referenced RFQ.

B2Z is a **HUB**, **DBE, MBE**, and **WBE-certified** engineering consulting and materials testing firm known for its ability to build positive working relationships with our clients. We have extensive experience in providing Project Management Services to various local entities and stand ready to provide the same quality services to the City of Edinburg via this contract.

We have assembled a **uniquely qualified** group of **LOCAL TALENT** with extensive knowledge and technical expertise in a multitude of disciplines. B2Z is equipped and prepared to meet all schedule demands and adhere to all quality standards set by the City of Edinburg.

B2Z's proposed **Senior Project Manager, Mr. J. Noe Saldivar, P.E., CFM,** will serve as the primary contact person responsible for matters regarding our SOQ. He is located at 900 S. Steward Rd, Ste. 4, Mission, TX office and can be contacted by telephone at Office: (956) 585-3773 / Cell: (956) 403-9787 or by email at NoeS@B2ZEng.com.

Mrs. Aisha Gonzalez, as Principal of B2Z Engineering, LLC is authorized to bind the firm to a contract with the City of Edinburg. She is located at 900 S. Steward Rd, Ste. 4, Mission, TX office and can be contacted by telephone at (956) 566-3421 or by email at Aisha@B2ZEng.com. Addendum No. 1 to this RFQ was received and has been acknowledged.

Please allow me to be the first to say that we sincerely appreciate the opportunity to present our statement of qualifications in response to the City of Edinburg's request. We look forward to the opportunity to continue our working relationship with the city, should we be selected. We thank you for your time, consideration, and attention.

Respectfully,

Aisha Gonzalez
President
B2Z Engineering, LLC

Firm Qualification and Experience

Office Providing Services

900 S. Stewart Road, Suites 2, 4, & 14
Mission, TX 78572

Contact Person

Mr. J. Noe Saldivar, P.E., CFM
NoeS@B2ZEng.com
(956) 585-3773

Firm Introduction

B2Z Engineering, LLC (B2Z) is a Limited Liability Corporation (LLC) and is a **premier engineering consulting firm established in 2009** and licensed through the State of Texas as a Professional Engineering Firm (TBPE #F-11187). B2Z is **100% LOCALLY OWNED AND OPERATED** and has been headquartered in the Rio Grande Valley since 2009. We are a **Woman-Owned Minority Business** with engineering offices and materials testing laboratories in Mission, Seguin, Houston, and Austin. B2Z has a uniquely qualified group of **LOCAL TALENT** with extensive experience and knowledge in the fields of:

- **Civil Engineering**
- **Project Management**
- **Construction Management**
- **Pre-Construction/Construction Phases**
- **Procurement (Bids and Awards)**
- **Close-Out Phase**
- **Construction Engineering and Inspection**
- **Contract Administration**

Services under this contract will be performed out of our Mission office. Additional support, if needed, will be provided from our regional offices in Seguin, Houston, and Austin. B2Z's Mission Engineering & Laboratory Offices employ over 50 professional and technical personnel. Services performed out of this office include, but are not limited to civil engineering, bridge/roadway design, drainage design, construction/project management, construction engineering & inspection, geotechnical engineering & testing, and construction materials testing.

B2Z Certifications & Accreditations

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Women's Business Enterprise (WBE)
- Historically Underutilized Business (HUB)
- Small Business Administration (SBA) 8(a)
- Woman Owned Small Business (WOSB)
- Economically Disadvantaged Woman Owned Small Business (EDWOSB)
- Hispanic American Business Enterprise (HABE)
- Small Business Enterprise (SBE)
- Small Disadvantaged Business (SDB)
- Administratively Qualified with Texas Department of Transportation
- AASHTO Accredited Laboratory
- USACE Certified Laboratory
- TxDOT Certified Laboratory
- A2LA Accredited Laboratory

AASHTO ACCREDITED

Texas Department of Transportation

A2LA ACCREDITED

B2Z is very familiar with the management, coordination, and supervision of a wide variety of projects, including the construction of all types of public, commercial, and industrial structures, as well as roadways, drainage systems, and bridges. B2Z works primarily in the public sector, and our projects routinely have the following characteristics:

- Complex - planning for great complexity ranging from phased construction for continuous operation to programmatic challenges.
- Agile - thinking through future requirements and flexible planning for facility longevity.
- Delivery challenges - managing schedule, cost, risks and opportunities associated with multiple delivery methods
- Compliant - knowing local, state and federal regulatory requirements for compliance.
- Efficient - establishing energy efficient goals and systems for low operating costs.
- Collaborative - supporting processes for project team efficiency and collaborative working environments.

B2Z's team of project managers, administrative staff, and field personnel have worked on various types of projects, including, but not limited to, Urban County Community Resource Centers (CRCs), publicly funded vertical construction projects, county/TxDOT(state)/ and FHWA (federally) funded roadway improvement projects, and publicly funded drainage improvement projects.

B2Z's approach to risk management focuses heavily on prevention. While other firms help you handle problems – we aim to prevent them. Design and construction projects always present unique challenges, but through a collaborative approach, problems can normally be solved by using these proven techniques:

1. **Exceptional expertise that knows the market and can deliver the requested services** – With over 100 years of construction experience in the Rio Grande Valley, we understand the issues that are unique to our region. In addition, our local proximity is a benefit in terms of hands-on response time to attend meetings and address field issues as they arise.
2. **Proven Results Approach** – **B2Z's** approach to Construction Management has been used successfully on both large and small projects. Through the utilization of our approach, we consistently deliver client satisfaction focusing on the four major project elements; ***quality, scope, budget and schedule***.
3. **Proactive Process** – **B2Z's** services are focused on a pro-active management process throughout the life cycle of the project. We will develop risk-management strategies specific to your project that proactively align the four major project elements.
4. **Overall Team Experience** – Our team has a deep understanding of politically sensitive projects, along with the ability to facilitate resolution within a large group of stakeholders. Because much of our work occurs within a political environment and within the public eye, we are comfortable with the facilitation of the public process.

Statement of Interest

The B2Z business model is to develop trusted relationships by being responsive, providing top-notch customer service, and delivering reliable effective solutions to our clients in a way that minimizes construction costs and expedites construction timelines.

The team assembled for this pursuit is adequately staffed and has the capability to perform the services required. Our team was constructed with the simple goal of being able to provide the City of Edinburg with the highest level of service and necessary resources to ensure the successful completion of all assigned projects. The B2Z team offers extensive first-hand employment experience with local, state, and federal entities, and is fully cognizant of all applicable federal, state & local codes, regulations & standards relating to transportation infrastructure projects that may be assigned by the City of Edinburg.

Through the years, our team of professionals has earned a reputation for taking a prominent role in the design and construction of public and private projects. **Whether we are working on a large or small project, we give each task the same attention to technical excellence and quality control while maintaining responsiveness.**

B2Z's staff is pre-certified in a multitude of categories and has years of experience in working on the design and plan production of highway and bridge structures, in accordance with the latest AASHTO and LRFD design manuals and TxDOT requirements. The following table shows B2Z's current TxDOT pre-certifications:

B2Z Engineering, LLC - Areas of Certification (TxDOT Pre-Certs.)			
1.1.1	POLICY PLANNING	**11.6.1**	CONSTRUCTION SCHEDULE SUPPORT-GENERAL
1.2.1	SYSTEMS PLANNING	**11.8.1**	CONSTRUCT SCHEDULE SUPPORT-SCHED BRIDGE & INTERCHANGE PROJ
1.3.1	SUBAREA/CORRIDOR PLANNING	**11.9.1**	RAILROAD COORDINATION MANAGEMENT DURING CONSTRUCTION
1.4.1	LAND PLANNING/ENGINEERING	**11.10.1**	CONSTRUCTION RECORD KEEPER
1.6.1	MAJOR INVESTMENT STUDIES	**12.1.1**	ASPHALTIC CONCRETE PRODUCTION
1.8.1	PUBLIC INVOLVEMENT	**12.1.2**	PORTLAND CEMENT CONCRETE
1.9.1	GEOGRAPHIC INFORMATION SYSTEM (GIS) AND DATA ANALYSIS	**12.1.3**	MATERIALS ENGINEERING
3.2.1	ROUTE STUDIES & SCHEMATIC DESIGN	**12.1.4**	ASPHALTIC CONCRETE PLACEMENT
4.2.1	ROADWAY DESIGN	**12.1.5**	PORTLAND CEMENT CONCRETE PLACEMENT
4.4.1	FREEWAY INTERCHANGES	**12.1.6**	EMBANKMENT/SUBGRADE/BACKFILL/BASE PRODUCTION
4.5.1	CONSTRUCTABILITY REVIEW	**12.1.7**	EMBANKMENT/SUBGRADE/BACKFILL/BASE PLACEMENT
5.2.1	BRIDGE DESIGN	**12.2.1**	CONCRETE PLANT INSPECTION AND TESTING
5.3.1	MULTI-LEVEL INTERCHANGE DESIGN	**12.2.5**	HOT MIX ASPHALT (HMA) PLANT INSPECTION AND TESTING
5.5.1	BRIDGE & NON-BRIDGE CLASS CULVERT AND INLET DESIGN	**12.4.1**	PAVEMENT DESIGN SERVICES
7.1.1	TRAFFIC ENGINEERING STUDIES	**12.5.1**	PAVEMENT EVALUATION
8.1.1	SIGNING, PAVEMENT MARKING & CHANNELIZATION	**14.1.1**	SOIL EXPLORATION
9.4.1	BIKEWAY DESIGN	**14.2.1**	GEOTECHNICAL TESTING
10.1.1	HYDROLOGIC STUDIES	**14.3.1**	TRANSPORTATION FOUNDATION STUDIES
10.2.1	ROADWAY HYDRAULIC DESIGN	**14.4.1**	BUILDING FOUNDATION STUDIES
10.5.1	BRIDGE SCOUR EVALUATIONS AND ANALYSIS	**14.5.1**	EVALUATION & DESIGN OF GEOTECHNICAL RELATED STRUCTURES
11.1.1	ROADWAY CONSTRUCTION MANAGEMENT AND INSPECTION	**18.3.1**	UTILITY ADJUSTMENT COORDINATION
11.2.1	BRIDGE CONSTRUCTION MANAGEMENT AND INSPECTION	**18.6.1**	UTILITY MANAGEMENT & COORDINATION OVERSIGHT
11.3.1	CONSTRUCTION SUPERINTENDENT	**22.3.1**	OWNER VERIFICATION – LABORATORY MANAGER
11.4.1	ENVIRONMENTAL INSPECTIONS	**23.8.1**	CLAIMS ANALYSIS AND MANAGEMENT
11.5.1	CONSTRUCTION SCHEDULING PROJECT MANAGER	**23.13.1**	PROJECT OFFICE OPERATIONS

Our Services

The Scope of Services, as presented in the RFQ, has been read, reviewed, and analyzed to ensure that our company can provide quality deliverables for the services outlined. As an advocate and representative of the City of Edinburg, B2Z is confident in our ability to accomplish the objectives set forth in this RFQ and manage the project development process.

Pre-Design Phase Services

B2Z will work with City of Edinburg representatives to develop a Construction/Project Management Plan, which will define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements. Developing the Project Management Plan (PMP) is imperative during the pre-design phase to define the project requirements, guidelines, methods and procedures. Our goal is to accomplish the following items identified as part of the PMP:

- Identify project stakeholders, key staff and the project team and their respective roles
- Review Schematic Plans if available
- Review current budget and develop Master Project Budget
- Develop Master Schedule with short- and long-term milestones
- Review Master Planning and Development Documents
- Identify risks or potential icebergs and develop recovery plans
- Define the project's guiding principles
- Define design imperatives (guiding principles) for both qualitative and quantitative expectations
- Identify gaps within the program, budget, schedule and quality expectations
- Develop RFQ/RFP's for Architect selection, if not already completed.
- Explore project phasing and sequencing
- Discuss all owner needs such as FF&E and additional consultants to establish an overall program budget
- Identify communication pathways and needs
- Establish quality assurance expectations
- Establish project control procedures
- Clarify methods of claims avoidance and how to foster a collaborative team approach
- Issue the PMP

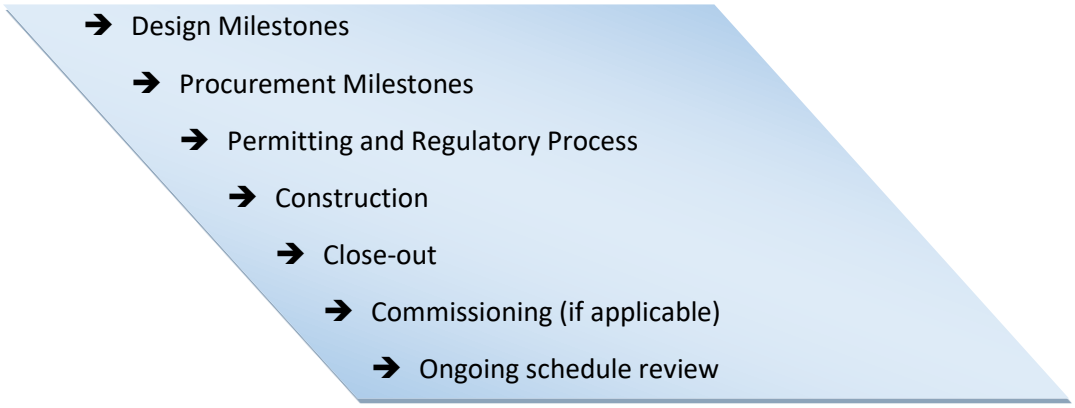
Design Phase Services

Management of Design Phase. B2Z will provide services for the design phase and support the development of scopes of construction work to be included in the design review and delivery of construction documents. Activities will include the following:

- Oversight of Architect & Design Team
- Early detection of issues is a major key to potential cost and time savings on any project. The opportunity to capture these savings is greatest during the planning and design phases and diminishes rapidly as the project progresses Milestones
- Design Management for Budget Adherence
- Cost control with periodic cost estimates
- Design schedule adherence
- Key stakeholder approvals and acceptance
- Quality reviews
- Constructability reviews
- Evaluation of alternative construction methods
- Value engineering

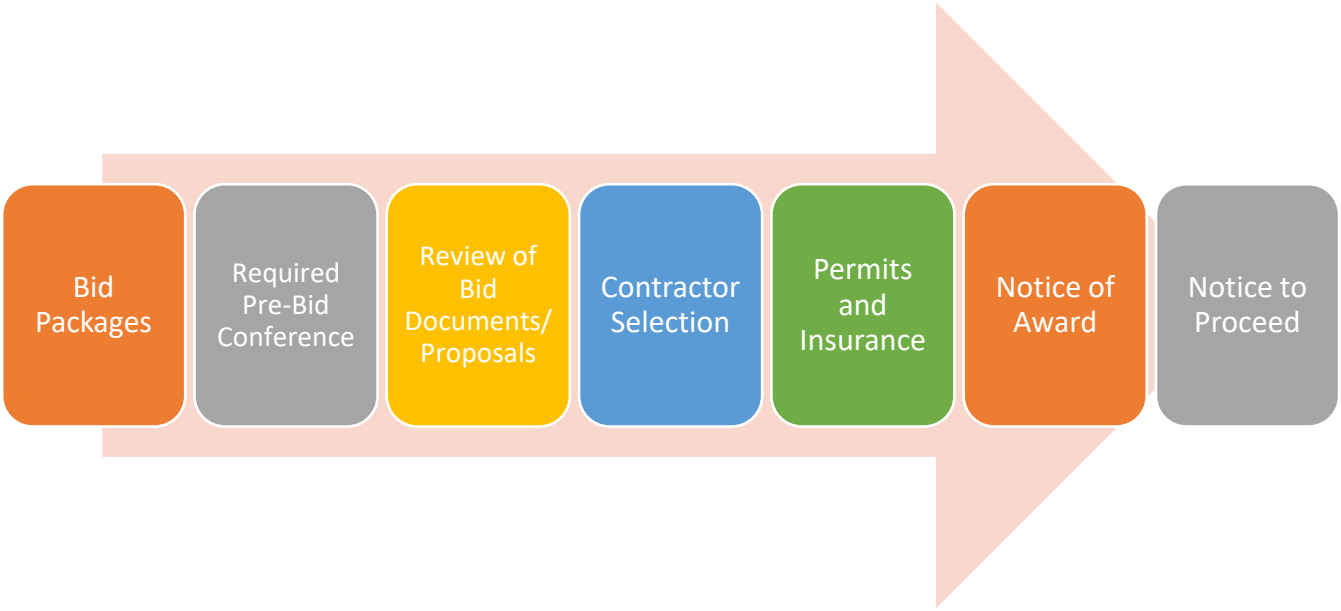
Task Sequencing

Time is one of the four major constraints that determine project success. The master project critical path schedule is vital in communicating the tasks that must be completed, resources needed to complete those tasks, and in what timeframe. B2Z will develop a Gantt chart or similar task sequencing model with a level of detail necessary to establish the overall sequence of project elements and timing for completion of those elements and the overall project. The master critical path schedule will include the following:



Contractor Bid Solicitation and Selection

B2Z will work in conjunction with the City of Edinburg and project architects/engineers to solicit, review, and select the contractor through the agreed-upon delivery method. This will include assistance in the development and execution of:



Construction Phase Services

Acting as a liaison for the city, B2Z will operate as the City of Edinburg's representative in overseeing the day-to-day construction activities in the field. B2Z will ensure that all contractors and consultants fulfill their requirements and contractual obligations as per their respective contracts. Construction Management becomes a crucial role once the Contractor has been selected and procured. Oversight of the Contractor and consultants in all aspects of project control (quality, budget, schedule, & scope) is vital for successful project delivery.

Construction Management

- Quality Assurance (QA)/Quality Control (QC)
- Permit Coordination
- On-site Construction Administration
- Document Control
- Monitor Schedule
- Monitor Activities
- Change Order Management & Processing
- Procedure for processing Contractor Payments
- Contractor Payment Review
- Shop Drawing Management
- Maintenance of the as-built documents
- Safety & Health Program
- Operations planning & Management review

Field Inspection Services

B2Z will provide on-site field representation to ensure compliance with the schedule, budget, quality, and contractual requirements. On-site field representation during the construction phase will allow us to conduct, prepare, and present the following:

Daily Field Reports

B2Z will ensure the contractor prepares a daily log of all project activity to include:

- ☐ Weather
- ☐ Contractor(s) manpower
- ☐ Contractor(s) equipment
- ☐ Material/equipment deliveries
- ☐ General description of work performed and location
- ☐ Issues and areas of concern or critical to job progress

Monthly Progress Reports

B2Z will prepare a monthly report outlining the activities of the preceding month. The report will include, but not limited to, the following information as required by City of Edinburg:

- ☐ Updated project information
- ☐ Updated budget information
- ☐ Updated schedule information
- ☐ Progress photos

Progress Photos

B2Z will take and maintain a progress photo catalog on behalf of the City of Edinburg. Each month, a file for progress photos will be cataloged and included in the Monthly Progress report. At the completion of the project, all photos will be transferred to the City of Edinburg via the City's preferred method (i.e., USB, electronic link, etc.).

Project Progress Meetings

B2Z will organize, conduct, and document bi-weekly progress meetings involving the project architect/engineers, the contractor's principal personnel, and, as required, the City of Edinburg staff. Topics covered will include:

- Quality Assurance (QA)/ Quality Control (QC)
- On-site Construction Administration
- Document Control
- Schedule Adherence
- Budget Adherence
- Change orders
- Contractor Payment Review
- Shop Drawings
- Maintenance of the As-Built documents
- Safety & Health

Project Controls

By incorporating third-party project management software and the latest project control systems, vital information can be provided in a timely manner so that important decisions can be made by key stakeholders. These systems assist in creating a transparent environment where all stakeholders will have access to project information. B2Z will coordinate with the appropriate persons to manage the processing of schedules, design deliverables, and distribution, invoices, contracts, change orders, amendments, and other controls to develop systems that result in the delivery of work and services on time and on budget. Some of the key benefits of a successful project control system are:

- Transparency
- Reporting to Key Stakeholder's
- Record keeping of all inspection logs, test reports, pay requests, daily reports, change orders, submittals, RFI's, invoices, contracts,
- Expediting Contractor and Consultant Pay Requests

Project Close-out Phase Services

Project close-out is a critical project phase that, when performed properly, will create significant benefits for the City of Edinburg. B2Z will manage and assist the City during this phase to ensure a successful transition from project close-out to building occupancy and, finally, building operations. Key elements of project close-out include:

Meeting Timeline Requirements & Staffing

We have staff available to begin work immediately for any size project (part-time or full-time). On all B2Z projects, we are cognizant that maintaining a predictable project schedule is paramount to successful project delivery. The B2Z team prides itself on meeting, and often exceeding the schedules developed by our clients and project owners. We have developed a system for project schedule monitoring that has proven itself on over $1B worth of construction contracts. As a function of our proven system, we develop a schedule early in the process to ensure that we have the appropriate staffing levels assigned to the critical path components. This schedule is developed in conjunction with both the client and any other project stakeholders with consideration of the major project milestones and anticipated project hurdles. **B2Z has committed the services of experienced personnel who know and understand the tasks required to perform municipal projects.** This will undoubtedly allow us to keep ahead of schedule and add additional resources as appropriate. A few examples of our previous successes in this arena are as follows:

- After B2Z assisted in the procurement of a Construction Manager at Risk (CMAR) for the Hidalgo County Drainage District No. 1's new Administration Building, B2Z fast-tracked the project to comply with the Owner's accelerated project and construction schedule. B2Z worked closely with the Contractor, design team, and other project stakeholders to ensure compliance with the schedule without a reduction in project quality. B2Z was able to successfully deliver the certificate of occupancy (C of O) of the Administration Building sixty-four days ahead of schedule and coordinated FF&E move-in for the Hidalgo County Drainage District in just under two weeks**.**
- Due to fast-track negotiations with the Texas Department of Transportation Waco District, B2Z was able to exceed our project schedule on a Cat 6a Bridge Replacement project that was programmed for letting in FY2022 and position the project to receive funding in FY2019. We worked with the FHWA and TxDOT to facilitate concurrent reviews and expedited our response time for all comments they had. This accelerated schedule was based on the fact that the structure was considered structurally deficient, and as such, we (and the Client) felt it prudent to replace it as early as possible to ensure the safety of the traveling public.
- Due to the impending expiration of project funds, B2Z met an aggressive accelerated 6-month design schedule for approach roadway work and 3 independent bridge replacement projects for TxDOT in Killeen, TX. Since project funding was set to expire if these deadlines were not met, we developed a Plan of Action (POA), which included additional staffing and around-the-clock work to complete the PS&E. We ultimately finished the project 2 weeks ahead of schedule to the satisfaction of the Client.

B2Z Projects

B2Z has performed similar services for local governmental entities throughout Hidalgo County and the Rio Grande Valley. Furthermore, the B2Z team commits to learning the City of Edinburg's workflow processes for Project Management Services to seamlessly integrate into the City of Edinburg's established work protocols.

While we have not had the opportunity to provide Project Management Services directly to the City of Edinburg, our firm does have an established working relationship with the City. B2Z is currently contracted to provide On-Call Professional Engineering Services and On-Call Geotechnical and Construction Material Testing Services. B2Z has completed numerous projects within the region that are similar in scope to the one proposed. Below is a sampling of some of our most recent projects with similar scopes of work to those outlined in the City's RFQ.

Hidalgo County Health Department Testing/Bio-Safety Laboratory

Client: Hidalgo County (Mr. Eduardo Olivarez – Chief Administrative Officer – Ph. (956) 383-6221)

Description/Scope: B2Z was contracted to perform preliminary design and provide project/construction management, geotechnical engineering, and material testing services. The proposed 10,413 square feet, $4.08M facility consists of a clinic, administration, and two Bio-Safety Laboratory. Three (3) borings at a depth of 20 feet were drilled at approximate locations of the proposed building structure. Laboratory testing included Atterberg limits, gradation (-200), moisture content, sieve analysis, hydrometer, and sulfate content. B2Z provided structural evaluations of the borings, shear strength models, and soil profiles. Shallow foundation analysis and recommendations were provided, as well as construction recommendations.

County Services Facility - P4 New Justice Center – Hidalgo County Precinct No. 4

Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)

Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 4 to oversee and manage the design, procurement, and construction of a new 12,500 square foot administrative facility that will house the Hidalgo County Precinct 4 Constable and the Hidalgo County Precinct 4 Justices of the Peace, places 1 and 2. The scope of services for B2Z include but are not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.

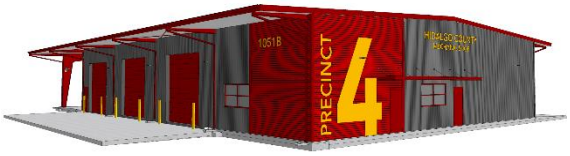
All-Star Park – Hidalgo County Precinct No. 4

Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)

Description/Scope: B2Z was contracted to oversee and manage the design, procurement, and construction of the additions to the All-Star Park project, formerly known as Sunflower Park. The additional park amenities will include a lit concrete walking trail, an all-inclusive (ADA accessible) playground, softball/baseball field, soccer field, basketball court, a new storage shed, and a splash pad for kids of various age ranges. This park is a partnership between Hidalgo County Precinct No. 4 and the Texas Parks and Wildlife Department.

New Mechanic Shop – Hidalgo County Precinct No. 4

Client: Hidalgo County Precinct 4 (Commissioner Ellie Torres – Ph. (956) 383-3112)



Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 4 as Construction Manager (CM) to oversee the construction of a new 11,500 square foot operation's facility. The B2Z team was tasked with management of design team, procurement of the CMAR, construction contract administration, CMT coordination and review, change order management, project scheduling, permitting assistance, daily site inspections, assist Hidalgo County with FF&E coordination, quality control, Biweekly Owner, Architect, Contactor meetings. The scope of services included but were not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.

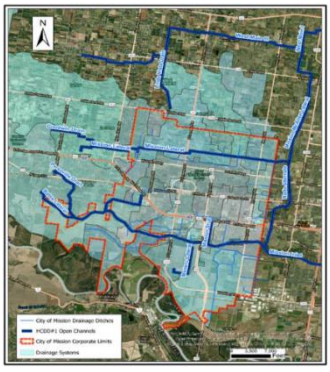
Hidalgo County Drainage District No. 1 - Administration Building

Client: Hidalgo County Drainage District No. 1 (Mr. Raul Sesin, P.E., CFM – Ph. (956) 292-7080)

Description/Scope: B2Z was contracted by Hidalgo County Drainage District No. 1 to manage the design and construction of their new administration facility. The scope of services included conceptual design assistance, management and oversight of project team (design, contractor, consultants), preliminary cost estimates, CMAR procurement (solicitation, bid document preparation, contractor selection), value engineering reports and recommendations, meetings and coordination, construction contract administration, & daily reports.

City of Mission: City-Wide Drainage Projects Design Management

Client: City of Mission (Juan Pablo 'JP' Terraza, P.E. – Ph. (956)585-3275)



Description/Scope: B2Z Engineering is currently serving the City of Mission as the City's Project Manager for the design & construction management of 7 city-wide drainage projects. This program is currently in the design phase. The B2Z team is providing design management and oversight of seven design engineers of records that were retained by the City to upgrade the drainage systems around the City. In this phase, B2Z is tasked with ensuring each project is being designed in a manner that meets constructability and specification standards, as well as enforcing schedule adherence by each engineer of record. B2Z is also providing the City with Construction Management & Inspection Services and Construction Materials Testing for the 7 drainage projects once contractors have been secured to commence construction.

Elsa Skate Park Project – Hidalgo County Urban County Program

Client: Hidalgo County Urban County Program Ph. (956) 787-8127

Description/Scope: B2Z was contracted to design and provide construction management services for a new skate park in the City of Elsa. The project included a concrete pad site with various ramps, rails, and other skateboard and roller skate amenities. B2Z prepared the bid packets and oversaw the construction of the highly anticipated recreational facility improvement project. The above-ground skate park is the first of its kind in the

Delta area, providing state-of-the-art durable ramps and rails designed to withstand the extreme elements of the Rio Grande Valley.

Precinct 1 Tax Office Substation

Client: Hidalgo County Precinct No. 1 (Commissioner David Fuentes – Ph. (956) 968-8733)

Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 1 as Project Manager (PM) to oversee the design and construction of their new 5,300 square foot facility. The project is ground-up new construction and will be delivered using the Construction Manager at Risk (CMAR) delivery method. The B2Z team was tasked with management of the Architect/Engineer, procurement of the Construction Manager at Risk (CMAR), construction contract administration, change order management, value-engineering, project scheduling, permitting, daily site inspections, quality control and building turnover.

Hidalgo County Pct 2 - Community Resource Center Youth Facility

Client: Hidalgo County Precinct 2 (Commissioner Eduardo Cantu. – Ph. (956) 566-1974)

Description/Scope: B2Z was contracted by Hidalgo County Precinct 2 to project manage the design and construction of a Community Resource Center (CRC) in San Juan, TX. The scope of services included but were not limited to; conceptual design assistance and preliminary design values, preliminary project estimates, conduct meetings, coordination and support for project development, preparation of bid documents, construction contract and administration, construction inspection and on-site representation, contractor payment application approval.

Hidalgo County Pct 2 - County-Wide Shop

Client: Hidalgo County Precinct 2 (Commissioner Eduardo Cantu. – Ph. (956) 566-1974)

Description/Scope: B2Z was contracted by Hidalgo County Precinct No. 2 to manage the construction of the County Wide Mechanic Shop Facility located on the campus of the Precinct 2 Operations Facility. The scope of services included management and oversight of project team and project stakeholders, bid assistance, bid tabulation and contractor recommendation, meetings and coordination, construction contract administration, and daily reporting, including photos.

Team Member Qualifications and Experience

B2Z and its team members hold themselves to the highest level of both personal and professional integrity and only undertake tasks in which they can perform competently and expertly. This ethical standard has resulted in B2Z not being party to a lawsuit since its inception in 2009, nor has a claim been made against its errors and omissions insurance policy. Furthermore, all B2Z personnel follow the National Society of Professional Engineer's (NSPE) code of ethics six fundamental canons.

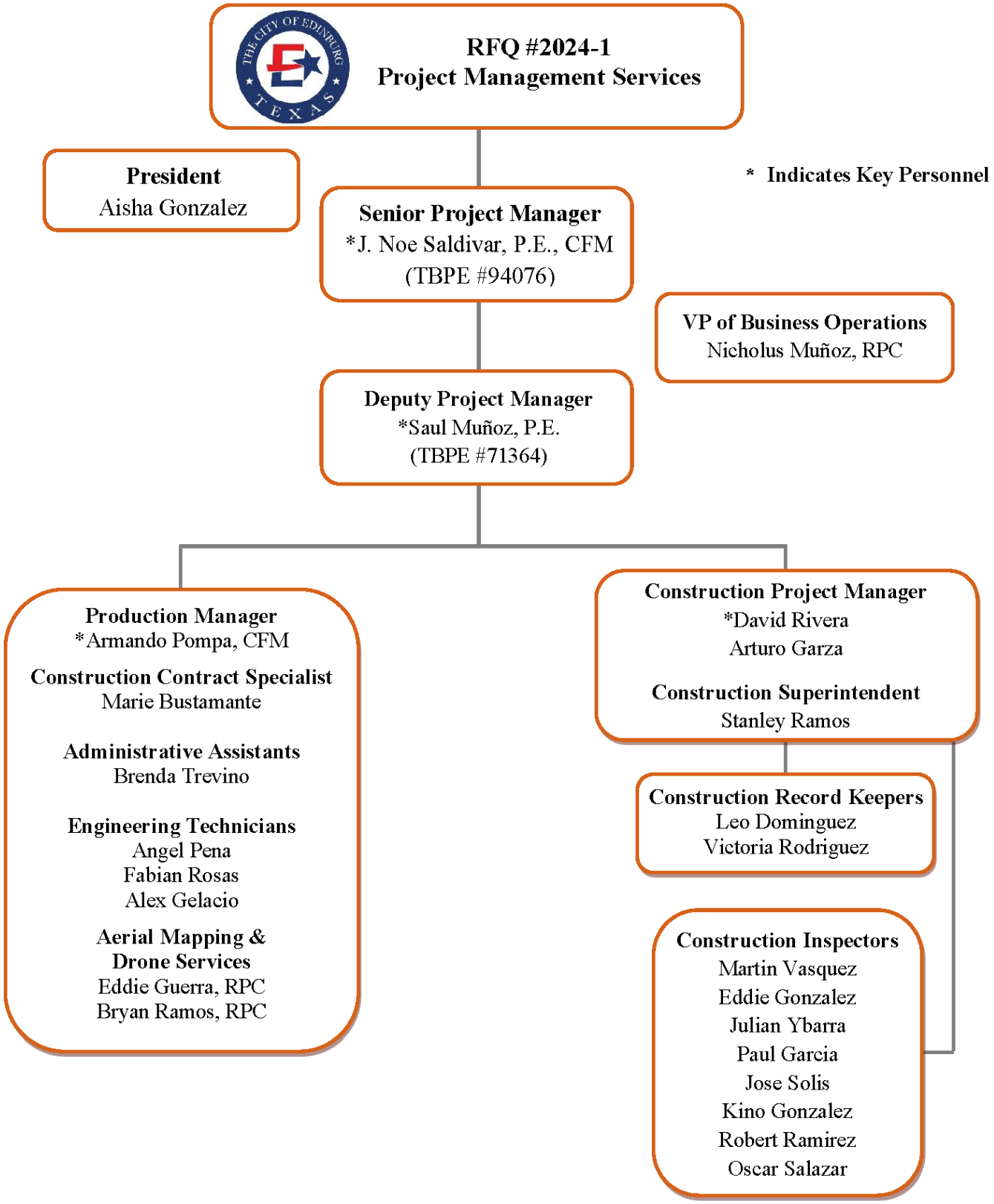
NSPE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

- Hold paramount the safety, health, and welfare of the public.
- Perform services only in areas of competence.
- Issue public statements only in an objective and truthful manner.
- Act for each employer or client as faithful agents or trustees.
- Avoid deceptive acts.
- Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor reputation, and usefulness of the profession.

B2Z's staff is comprised of highly skilled individuals possessing **extensive knowledge and expertise** in civil engineering, structural/bridge engineering, pavement/roadway design, drainage analysis and design, geotechnical engineering, and construction engineering (please refer to page 16 for an illustration of our organization chart).

Mr. J. Noe Saldivar, P.E., CFM will serve as B2Z's **Senior Project Manager**, bringing *over 24 years* of progressive experience in project management. **Mr. Saul Muñoz, P.E.,** will serve as the **Deputy Project Manager/Construction Engineer.** He brings *over 40 years* of experience – with 25 years at TxDOT managing PS&E design, road/bridge construction, contract administration, project letting, project management, and final project acceptance. **Mr. Armando Pompa, CFM** is B2Z's **Production Manager,** bringing *over 15 years* of experience in the infrastructure industry. He oversees the civil infrastructure department by assisting the project engineering team with plan production and design input. Mr. Pompa also oversees the GIS department with over 10 years of experience as a GIS analyst. **Mr. David Rivera** is B2Z's **Senior Construction Project Manager**. He brings *over 31 years* of experience in project/construction management and understands the nuances associated with project development through project close-out phases. B2Z's Support Staff includes **Mr. Arturo Garza, III (Construction Project Manager)**, who brings *over 17 years* of experience in the public sector. Mr. Garza has experience in managing multi-million-dollar maintenance & operations budgets. **Mr. Stanley Ramos** is B2Z's **Construction Superintendent,** and he brings *over 36 years* of experience in the field of construction engineering. **Mr. Leonel Dominguez** is B2Z's **Senior Construction Record Keeper,** bringing *over 34 years* of experience in construction inspection and contract management. *Resumes with biographic summaries and project experience are provided on page 16 of this submittal.*

B2Z's Organizational Chart



Jose Noe Saldivar, P.E., C.F.M.

Title
Senior Project Manager

Years of Experience
24

Education
BS, Civil Engineering
Instituto Tecnologico de Cd. Victoria, 1997

Training/Certifications
Professional Engineer: Texas/94076

Certified Floodplain Manager (CFM) / 3340-17N

Areas of Expertise
- Hydraulic Design
- Hydrologic Studies
- FEMA Requirements, Coordination & Funding
- Bridge Design
- Roadway Design
- Project Management

TxDOT Pre-certifications
4.2.1 – Roadway Design
8.1.1 – Signing, Pavement Marking, and Channelization
10.1.1 – Hydrologic Studies
10.2.1 – Roadway Hydraulic Design

Summary

Mr. Saldivar has more than 24 years of progressive experience in transportation and drainage planning and design. He has served as a Project Manager and a Surveying Manager for various engineering firms. He is experienced in route studies and planning, preparation of plans specifications, and estimates (PS&E), utility relocation, geometrics, signage and pavement markings and hydraulics. He has participated on numerous engineering assignments associated with the development of roadways, storm drainage systems, traffic control planning, bridge layout, and various other civil engineering applications. His experience includes design and development and hydraulic report/data sheet development. He is proficient in software such as Windstorm, Culvert, HEC-RAS, TR 55, HY8, Geopak and AutoCAD. Mr. Saldivar has prepared numerous drainage studies and reports including determining proposed improvement impacts, drainage areas, discharges, FEMA floodway requirements, culvert/ bridge locations and sizes, design frequency flow, tailwater and headwater elevations for design and anticipated overtopping of the bridges. He has performed scour analysis and prepared numerous SW3Ps to minimize sediment transport into drainage facilities. Mr. Saldivar's representative project experience includes:

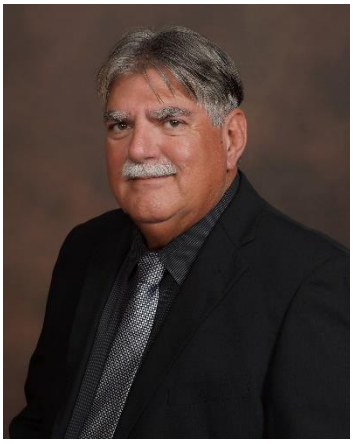
Relevant Project Experience

2018 Drainage Bond Program, Hidalgo County, TX
Role: Project Manager
As Project Manager, Mr. Saldivar was responsible for managing seventeen (17) consultants with countywide projects that would positively affect more than 69,000 structures in Hidalgo County, helping to protect more than $5.5 billion in assessed property value. The 2018 Drainage Bond Program consists of 37 projects of which ten (10) projects required coordination with USIBWC to secure environmental clearance for amended or new licenses for structures outfalling into the USIBWC Floodway. Mr. Saldivar was responsible for reviewing and approving all H&H deliverables.

US 277 / Maverick County, TxDOT-Laredo District
Role: Project Engineer
As Project Engineer, Mr. Saldivar was responsible for storm sewer design which proved to be more feasible since the basin size was limited and due to shallow groundwater in the area. The storm system outfalls into Canyon Grande Creek; therefore, the creek was analyzed to find appropriate tail water elevations for culvert drainage areas and regional regression equation for Canyon Grande Creek.

North I Road, Pharr, TX
Role: Project Engineer
As Project Engineer, Mr. Saldivar was responsible for storm sewer design, illumination, signing and pavement markings. He analyzed to find appropriate tailwater elevations for the storm drain system. Hydrology services included the rational method for small, paved drainage area. SW3P sheets were completed.

North San Juan Drainage Lateral, San Juan, TX
Role: Project Engineer
Performed survey and assisted in performing a hydraulic study and drainage ditch design along with drainage structure for the upsizing the irrigation district owned drainage ditch in north San Juan, Texas from 495, north to its outfall north of Canton Road.



Saul R. Muñoz, P.E.

Title
Deputy Project Manager

Years of Experience
40 (25 with TxDOT)

Education
Bachelor of Science in Natural Gas Engineering

Certifications/Training
Professional Engineer:
TBPE #71364

Local Government Project Procedures Certified (LGPP)

Management Certification (FHWA)

Texas Concrete Pipe Association

Areas of Expertise

- Construction Engineering
- Construction Management
- Construction Inspection
- Constructability Review
- Project Close Out Process
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Materials Testing
- Soils & Subgrades
- Local Government Projects Development
- Knowledge of Federal and State Highway Requirements
- Highway Construction & Design Engineering (Roadway & Bridge)
- Highway Plan Review & Preparation

Summary

Mr. Muñoz has over 40 years of experience in the field of Engineering. With over 25 years of TxDOT experience, Mr. Muñoz brings a wealth of knowledge in the areas of road/bridge design and construction, inspection and materials testing, project lettings, contract administration, change orders, construction payments, and project management. Throughout his career, Mr. Muñoz has gained extensive knowledge of working on large complex Interstate projects, State Farm to Market Highways to Off System Roads and Bridges. His experience includes working with highly experienced Contractors, Subcontractors, City Municipalities and Leaders, County Municipalities and Federal Entities including, but not limited to the Federal Highways and Administration, IBWC, and the USACE. Mr. Muñoz has managed over 100 projects specializing mainly in bridge and roadway construction. As District Construction Engineer in Pharr, Mr. Muñoz prepared several million-dollar change orders, negotiated costly utility disputes for extended performance, and settled construction claims as necessary. In the Dallas District, Mr. Muñoz was also responsible for plans, specifications, and estimates, geometric highway control, pavement thickness design, drainage area mapping, storm sewer design, and hydraulic & environmental reports.

Mr. Muñoz performed the following services on the relevant projects listed below:

- Construction site daily/weekly inspection and management
- Project plan and specification adherence
- Progress meetings
- Evaluate back-charges and change order entitlement
- Evaluate payment requests by contractor

Relevant Project & Area Experience

Mile 3 Road Project (Hidalgo County, TX)

$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals, and outfalls.

Dicker Road Project (Hidalgo County, TX)

$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lanes rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane).

Regional Linear Park Project (Hidalgo County, TX)

$3.8M Construction Cost. The RLPP Section II was 2.64 miles of new location consisting of a ten-foot-wide asphalt trail that accommodated two-way shared-use traffic, as well as two prefabricated pedestrian bridges, and three pedestrian box culvert tunnel crossings under three major roadways. The trail was inclusive of pavement markings, signing, and continuous illumination.

US 83 Expressway in South Texas (US 281/US 83 Interchange to FM 1423)

$55.3M Construction Cost - 2 Projects – Six Mile Section. Managed Mainlane Construction, Frontage Roads, Bridges, RE Walls, Storm Sewer Drainage, Large and Small Signing, High Mast Lighting, and Signalized Intersections.

US 281 Expressway, Road & Floodway Bridge - Six Segments

$184M Construction Cost – Six Reconstruction Projects – 27 Miles. Managed Mainlane Construction, Frontage Roads, Bridges, Super Structures, Fly Over Structures, RE Walls, Storm Sewer Drainage, Large and Small Signing, Localized and High Mast Lighting, and Signalized Intersections.

Armando Pompa, CFM

Title
Production Manager

Years of Experience
15

Education
Bachelor of Business Administration: Information Technology & Networks

Certifications
Certified Floodplain Manager (CFM)

Areas of Expertise
- Emergency/Disaster Response Planning
- Hydrologic Mapping
- Data Research
- Drone pre-flight management & post flight processing
- Trimble Business Center
- Geo-referencing & Geo-processing
- Construction project management
- Schematics
- Watershed Delineation
- Urban Planning
- Wetland Delineation
- Environmental Constraint Mapping
- Conceptual Layouts/Mapping
- 3D Visualization/Rendering
- Bridge Detailing/Design
- Website Design/Creation
- Cartographic Design
- Metadata and Documentation
- Database Creation
- SQL & Python Scripting
- Utility Mapping

Summary

Mr. Pompa has over 15 years of experience in the infrastructure industry. He has participated in a wide range of projects, from road and drainage design to GIS analysis and drone surveying technology. Mr. Pompa is responsible for overseeing the civil infrastructure department by assisting the project engineering team with plan production and design input. Mr. Pompa also oversees the GIS department with over 10 years of experience as a GIS analyst. He is responsible for ensuring our clients are provided with the maps and analysis they need to effectively communicate with their constituents and provide GIS analytics to assist in community development and emergency preparedness. Mr. Pompa also oversees the Drone department which is instrumental to the industry by providing clients and in-house projects with the latest survey-grade orthomosaic imagery and existing land data, such as contours, DEMs, Hydro-statistical data and post-disaster photography and videography.

Relevant Project Experience

Hidalgo County Precinct No. 2 Stormwater Management Project
B2Z was contracted to provide a solution to Precinct 2's rural drainage problem, B2Z was tasked to design a stormwater system that provided a positive flow at all rural roads, ultimately discharging stormwater to a nearby drain ditch or detention pond. Mr. Pompa oversaw the data collection via sUAS (drone) aircraft and survey-grade data collection. B2Z processed the data collected to design and develop PS&S sheets for Precinct No. 2 staff's use.

City of Mission Geographic Information System (GIS) Services
Mr. Pompa, with the support of the GIS team, are the fiduciary agents for all data for the City of Mission. With two Senior GIS Analysts, having over 20 years of combined experience, including one GISP, B2Z is responsible for collecting, managing, and processing Mission's GIS data. Mr. Pompa oversaw the creation of the city's first ever online GIS web maps that provide their constituents with real-time planning solutions, preventing residents from having to make a trip to city hall to request city infrastructure data.

Hidalgo County Drainage District #1 Site Assessment Mapping
Mr. Pompa managed two teams to complete this project. He oversaw the drone team's task in collecting aerial imagery of all the colonia boundaries within Precinct No. 3. He also managed their effort in field data reconnaissance using survey data collection devices from Trimble and ESRI (ArcCollector and Survey 123). Mr. Pompa managed the GIS team to make sure they assimilated all the data that was collected by the drone and survey team and generated site assessment maps that identified the colonias legal boundary, easement, existing utilities, existing drainage, etc.

Moveable Bridge Inspection and Routine Maintenance Contracts (RMC)
Mr. Pompa, with the support of the Drone team, performed inspection on the Rio Hondo Lift Bridge within the TxDOT Pharr District and the Cow Bayou Swing Bridge within the Beaumont District. Utilizing drone videography and aerial imagery, Mr. Pompa collected and recorded existing bridge conditions further cataloging and categorizing the data for use within the conditions report.

Ecodyne May Plant LiDAR Data Collection
Mr. Pompa managed the B2Z drone department which was tasked to collect existing field conditions using UAS drone flight operations. Mr. Pompa coordinated with surveyors to establish property boundaries and coordinated with the drone team for flight planning and data collection. Post flight operations, Mr. Pompa worked with the GIS department to process the flight data by extracting and categorizing, creating LiDAR points for use by our clients and created high-quality ortho-imagery of the project site.

David Rivera

Title
Construction Project Manager

Years of Experience
31

Education
Bachelors in Business Administration – University of Texas Pan American

Areas of Expertise
- Construction Management
- Program Management
- Quality Assurance/Quality Control
- Laboratory Field Operations
- Bidding Procedures
- Report Development
- Project Planning
- Design Development
- Contractor Scheduling
- Construction Record Keeping and Reporting (Federal Money)

Summary

Mr. Rivera is B2Z's Senior Construction Inspector. He has over 31 years of experience and has worked on over 100 construction projects including new construction, remodeling, and finish outs. Mr. Rivera works to establish communication procedures, including the appropriate chain of command for all communications for projects and set up an appropriate tracking system for necessary approvals. He works to develop and periodically update CPM schedules and negotiate and prepare agreements, including bid packages and contract documents, for successful execution of work. Mr. Rivera oversees construction/installation activities, including coordination of crews, and contractors. Mr. Rivera performs inspection of construction work for conformance with contract/plan requirements and specifications.
Mr. Rivera performed the following services on the relevant projects listed below:

- Pre-Design - Site Investigations
- Management of Design Team
- Procurement assistance (CMAR / GMP / CSP)
- Held Pre-Construction Meetings / Progress Meetings (OAC)
- Daily Site Inspection and Project Coordination
- Field reports & progress photos
- CMT coordination & Review
- Construction Contract Administration
- Change Order Management & Negotiation
- Review/Approve Contractor Payment Applications
- Project Closeout / Building turnover

Relevant Project Experience

Hidalgo County Precinct No. 2 – Las Milpas Park Youth Facility / Pharr, TX
$1.69M Construction Cost. B2Z was contracted as the Construction/Project Manager (CM/PM) for the Las Milpas Park Youth Facility at Aquilis "Jaime" Garza Park to oversee the construction of two buildings: community resource center at approx. 6,000 sq ft and a gym at approx. 5,500 sq ft.

Hidalgo County Precinct 4 – New Mechanic Shop / Edinburg, TX
$1.8M Construction Cost. B2Z was contracted as Construction/Project Manager (CM/PM) to oversee the construction of a new 11,500 square foot operation's facility.

Hidalgo County Precinct 1 – Tax Office Substation / Weslaco, TX
$1.2M Construction Cost. B2Z was contracted by Hidalgo County Precinct No. 1 as Project Manager (PM) to oversee the design and construction of their new 5,300 square foot facility. The project is ground-up new construction and will be delivered using the Construction Manager at Risk (CMAR) delivery method.

Hidalgo County Drainage District No. 1 – Administration Building / Edinburg, TX
$1.95M Construction Cost. B2Z was contracted to manage the design and construction of their new 10,000 square foot administration building. The project was ground-up new construction and was delivered $34,000 below the established guaranteed maximum price (GMP) and 31 days ahead of an already aggressive schedule.

Additional Project Information Available Upon Request

Arturo Garza III

Summary

Mr. Garza is B2Z's Construction Project Manager. He has over 17 years of experience in the public sector. Mr. Garza has experience in managing multi-million-dollar maintenance & operations budget. As the Maintenance & Energy Director for Donna ISD, Mr. Garza was responsible for creating specifications and scope of work for facility improvement projects, and the management of major facility improvements. He was also the District's Liaison between Architects, Engineers, and Consultants, and provided leadership on multi-department in-house related projects. As the Director of Operations for the City of San Benito, Mr. Garza served as the Construction Project Manager for various public facility improvement projects (i.e., Southside Park Project, Streetlight Projects, Library Roof, etc.). Mr. Garza was also the City's Liaison for various entities/organizations, such as architectural and engineering firms, the Rio Grande Valley Metropolitan Planning Organization (RGV MPO) Technical Advisory Committee, Texas Department of Transportation (TxDOT), etc.

Relevant Project Experience

Hidalgo County Head Start Program Outdoor Learning & Discovery Classrooms Project / Edinburg, TX

$4M Construction Cost. Oversee and manage the design, procurement, and construction. 7,000 square foot large climate-controlled pavilion, 7 - 770 square foot outdoor classrooms/pavilions, 7 learning walls, 2 walking trails, 2 sets of children restrooms, 2 sets of adult restrooms, 10 nature instructional play areas, and a storage area. The project will also include utility installations (water and sewer), landscaping, fencing, and a school bus parking area.

Donna ISD Football Stadium Renovation Project / Donna, TX

$3M Construction Cost. Replace a ten-year-old field turf, track and replacing existing scoreboard. The project consisted of two different companies, Field Turf was tasked to replace the turf and track and Daktronics was tasked to replace the scoreboard.

Donna ISD Early College High School Building "M" Renovations / Donna, TX

$367K Construction Cost. Renovate 11,000 square foot building to make it ready to use as the district's Early College High School. The project consisted of roofing repair work, replacing all interior drop ceiling tiles, replacing all fiberglass insulation, installing new boy's urinals and lavatories, painting interior and exterior walls, minor interior wall repairs, remodel reception area to use as a waiting room, install new axis door entry system, install new fire and security alarms, create an opening for a new exterior door, sidewalk repair and install a canopy shade structure.

South Park Project / San Benito, TX

$1.25M Construction Cost. The park consisted of new 25 space parking lot, a half mile asphalt walking trail, two soccer fields, one with LED sports lighting, a splash pad water park, outdoor exercise equipment, and concession stand with restrooms.

Additional Project Information Available Upon Request

Title
Construction Project Manager

Years of Experience
17

Education
Master of Public Administration – University of Texas Pan American

Bachelors in Science – University of Texas Pan American

Training/Certifications
Texas Association of School Board Officials

South Texas Association of School Maintenance Officials

Areas of Expertise
- Design Development
- Quality Assurance/Quality Control
- Construction Management
- Program Management
- Bidding Procedures
- Report Development
- Project Planning
- Contractor Scheduling
- Budget Administration
- Strategic Planning & Development

Title
Construction Superintendent

Years of Experience
36

Certifications/Training
Roadway Specialist
Level 1B – Texas Hot Mix Center

Local Government Project Procedures (LGPP)

TxDOT Environmental Storm Water Pollution Prevention Plan (SW3P) Certified

TxDOT Construction SW3P Stage Gate Inspection Report Certified

TxDOT Section 404 Wetlands & Permit Application Certified

Areas of Expertise
- Bridge Construction Inspection
- Local Government Projects Development
- Knowledge of Federal and State Highway Requirements
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing
- Project Management & Close Out

Stanley Ramos

Summary

Mr. Ramos has over 36 years of experience in the field of Engineering. With over 31 years of TxDOT experience, Mr. Ramos brings a wealth of knowledge in the areas of construction management, inspection and materials testing. Throughout his career, Mr. Ramos has worked on construction projects involving interchanges, bridges, overpasses, flyovers as well as continuously reinforced concrete pavement. He has extensive experience in the inspection of highway, street and bridge construction as well as sampling and testing of construction materials. At the TxDOT Pharr Area Office, Mr. Ramos has instructed professional engineers, engineers-in-training and technical employees on TxDOT's sampling and testing procedures and frequencies for each type of construction operation.

Project & Area Experience

Project Name: Dicker Road Project, Hidalgo County, Texas
$16.5 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Regional Linear Park Project, Hidalgo County, Texas
$3.8 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Mile 3 N Road Project, Hidalgo County, Texas
$14 M Construction
Role: Construction Superintendent | Client: Hidalgo County

Project Name: Mission Lateral – Section I
$42 M Construction
Role: Chief Inspector | Client: Hidalgo County Drainage District No. 1

Project Name: Jackson Road Drain
$45M Construction
Role: Chief Inspector | Client: Hidalgo County Drainage District No. 1

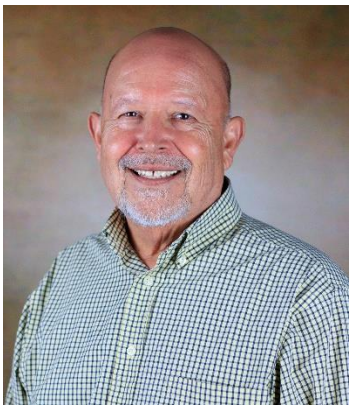
In the Area of Construction Inspection & Testing

As an Inspector, Mr. Ramos inspected, sampled, tested, measured, and calculated payment for both structural and non-structural concrete (i.e. drill shafts, footings, columns, caps, bents and bridge deck operations). These duties were also performed on continuously reinforced concrete pavement, structural excavation and shoring, installation and backfilling of reinforced concrete box culverts, precast inlets, manholes, junction boxes and reinforced concrete pipe, mechanically stabilized walls, sidewalks, rip-rap, asphaltic concrete pavement, traffic signal components, etc. 7-day and 28-day concrete strength tests performed to ensure minimum flexural strengths.

In the Area of Administration & Training

As a construction inspection instructor, Mr. Ramos traveled across the state training administration staff, construction inspection staff and maintenance staff for TxDOT. He conducted training for Introduction to Construction/Maintenance Inspection (CON 105) Bridge Construction Inspection (BRG 100) and Contract Administration (CON 118).

Additional Project Information Available Upon Request



Leonel "Leo" Dominguez

Summary

Mr. Dominguez has over 34 years of experience in Construction Inspection and Contract Management. He began his career with TxDOT in 1986 until retirement in 2014. Mr. Dominguez brings a wealth of knowledge and experience in Highway Road Construction Inspection. Mr. Dominguez oversaw and performed transportation engineering operations such as construction inspection, maintenance work in accordance with total maintenance on performance based and/or on bundled bid contracts. Mr. Dominguez also worked maintenance on highly advanced design, traffic engineering design and analysis, and surveying including pavement data collection, bridge inspection, bridge structural analysis construction records and contract administration. He is experienced in reviewing Plans, Specifications and Estimates (PS&E), maintenance of shop drawing, and traffic control inspection and planning. His experience extends into laboratory oversight of laboratory equipment calibration and laboratory accreditation.

Title
Sr Construction Recordkeeper

Years of Experience
34

Certifications/Training
Local Government Project Procedures Certified (LGPP)

Nuclear Testing Equipment Certification

102 – Hazardous Materials D.O.T. Training – Portable Nuclear Gauge

Areas of Expertise
- Construction Inspection
- Construction Recordkeeping
- Contract Management
- Maintenance
- Pavement Data Collection
- Bridge Inspection
- Bridge Structural Analysis
- Traffic Control Inspection and Planning

Area Experience

In the Area of Construction Management / Engineering / Inspection

Mr. Dominguez was responsible for inspector day to day work activities, project activities and as well as the management of various types of projects as the Chief Inspector in the TxDOT San Benito Area Office. He is well versed in the requirements of construction project inspection and can provide insight into potential pitfalls that can be attributed to construction scheduling issues and conflicts. He coordinated work with Contractor compliance with contract documents.

In the Area of Contract Administration

Mr. Dominguez was responsible for oversight of the San Benito Area Office construction inspection record and testing deficiencies. He ensured project records were in compliance with the Construction Contract Administration Handbook and Pharr District Contract Administration Procedures.

Relevant Project

Dicker Road Project / Hidalgo County, TX

$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lane rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane). B2Z was contracted to provide inspection, material testing and construction management services.

Mile 3 Road Project / Hidalgo County, TX

$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals and outfalls. B2Z was contracted to provide inspection, material testing and construction management services.

Additional Project Information Available Upon Request

References

Hidalgo County Precinct No. 2 (Reference Letter included under Appendix)
Honorable Commissioner Eduardo "Eddie" Cantu
(956) 787-1891

City of Mission (Reference Letter included under Appendix)
Mr. Abelardo Bocanegra Jr., P.E., CFM – City Engineer
(956) 580-8780

Hidalgo County Drainage District No. 1 (Reference Letter included under Appendix)
Mr. Raul Sesin, P.E., CFM, District Manager
(956) 292-7080

City of Edinburg
Mr. Mardoqueo Hinojosa, P.E., CFM – City Engineer
(956) 388-8211

Hidalgo County Precinct No. 1
Commissioner David Fuentes
(956) 968-8733

Hidalgo County Precinct No. 3
Honorable Commissioner Everardo "Ever" Villarreal
(956) 585-4509

Hidalgo County Precinct No. 4
Honorable Commissioner Ellie Torres
(956) 383-3112

Insurance

As a function of day-to-day business, B2Z carries a Professional Liability of $2 Million. Additionally, B2Z carries a General Liability of $1 Million (each claim) / $2 Million (aggregate), an Automobile Liability of $1 Million (combined), an Umbrella Liability of $2 Million (each claim) / $2 Million (aggregate), and a Worker's Compensation and Employers Liability of $1 Million. **B2Z has no pending or past insurance claims.**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2023

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 The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 FAX (A/C, No): 713-513-5411 E-MAIL ADDRESS: ccarpenter@riskspecialtygroup.com
INSURED B2ZENGI-01 B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity of Ame — 25666 INSURER B : Travelers Property Casualty In — 25674 INSURER C : Hudson Insurance Company — 25054 INSURER D : Travelers — 19038 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 423656925 **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			6807N737635	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Incl. Unmanned						MED EXP (Any one person)	$ 5,000
	Aircraft Liab.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA9R235112	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP1P237416	7/10/2023	7/10/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB7N741163	7/10/2023	7/10/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						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
C	Professional Liability including Pollution Liability (claims made)			PRB 06 19 116905	7/10/2023	7/10/2024	Each Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Professional Services Agreement

B2Z ENGINEERING

December 11, 2023

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

RE: RFQ #2024-1 Project Management Services
Professional Services Agreement

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) has read the Professional Services Agreement, reviewed all prerequisite insurance requirements, and assures that all coverages are met or exceeded. Please reference the Statement of Qualification submitted for detailed information. B2Z further agrees to enter into an agreement with the stated requirements within the advertised RFQ.

Sincerely,

Aisha Gonzalez
President
B2Z Engineering, LLC

900 S. Stewart Rd., Suite 4 • Mission, TX 78572
(956) 585-3773 • www.B2ZEng.com

Contact Information

Mrs. Aisha Gonzalez, the President and Owner of B2Z Engineering, and Mr. Noe Saldivar, P.E., CFM, the assigned Senior Project Manager, will serve as the point of contact. Below, please find the requested contact information:

Name	Title	Address	Phone Numbers	Email Address
Mrs. Aisha Gonzalez	President/Owner	900 S. Stewart Rd, Ste. 4 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 566-3421	Aisha@B2ZEng.com
Mr. J. Noe Saldivar, P.E., CFM	Senior Project Manager	900 S. Stewart Rd, Ste. 4 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 403-9787	NoeS@B2ZEng.com

Appendix A

EDUARDO "EDDIE" CANTU
COUNTY COMMISSIONER

HIDALGO COUNTY P2 PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

THE COUNTY OF HIDALGO TEXAS

June 16, 2023

To whom it may concern,

Hidalgo County Precinct 2 has had the pleasure of working with B2Z Engineering (B2Z) for the last 8 years in different capacities. B2Z's attention to detail, communication, and professionalism has allowed my precinct to deliver our projects to my constituents ahead of schedule, and often times under budget. Whether B2Z is providing; Civil Engineering Design (PS&E), Construction / Project Management, or Material Testing, their quality of work and deliverables are superior.

In my precinct, two major projects that B2Z has recently been involved in are; Hidalgo County Pct. 2 Regional Linear Park Project, and the RGVMPO funded Dicker Road Expansion Project. Both projects included roles of Construction Engineering / Inspection and Construction Material Testing. The team at B2Z truly works as an extension of my full-time staff and it has been an absolute pleasure to work with B2Z Engineering!

I highly recommend B2Z Engineering for consideration on any upcoming opportunities in their respective field, and can assure you that this firm will go above and beyond to protect the best interest of their clients.

If you need any additional information, please contact me at (956) 454-7247.

Best Regards,

Eduardo "Eddie" Cantu, Commissioner

Eduardo.Cantu@co.hidalgo.tx.us

P2 MAIN OFFICE
300 W. HALL ACRES STE. G - PHARR, TX 78577 - (O) 956.787.1891 - (EMAIL) EDUARDO.CANTU@CO.HIDALGO.TX.US

CITY OF MISSION

June 14, 2023

To whom it may concern,

I am writing this letter of recommendation for B2Z Engineering (B2Z).

B2Z has been under contract with the City of Mission for the last two years and has provided exceptional plan review, CEI, project management, and lab services for six drainage bond projects that the City of Mission sought out after the 2018 and 2019 flood events. They have performed their tasks and duties with integrity, ethics reliability, and fairness. Despite any troubles that could arise during the time of construction, B2Z would and will deliver the exceptional quality of work that is expected of them and provide response and results in a timely manner. I believe you would be very pleased with their work, attention to detail, and customer service.

Should you have any questions, please feel free to call me at (956)-580-8780.

Respectfully,

Abelardo Bocanegra Jr., PE, CFM

City Engineer

abocanegra@missiontexas.us

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

June 16, 2023

To whom it may concern,

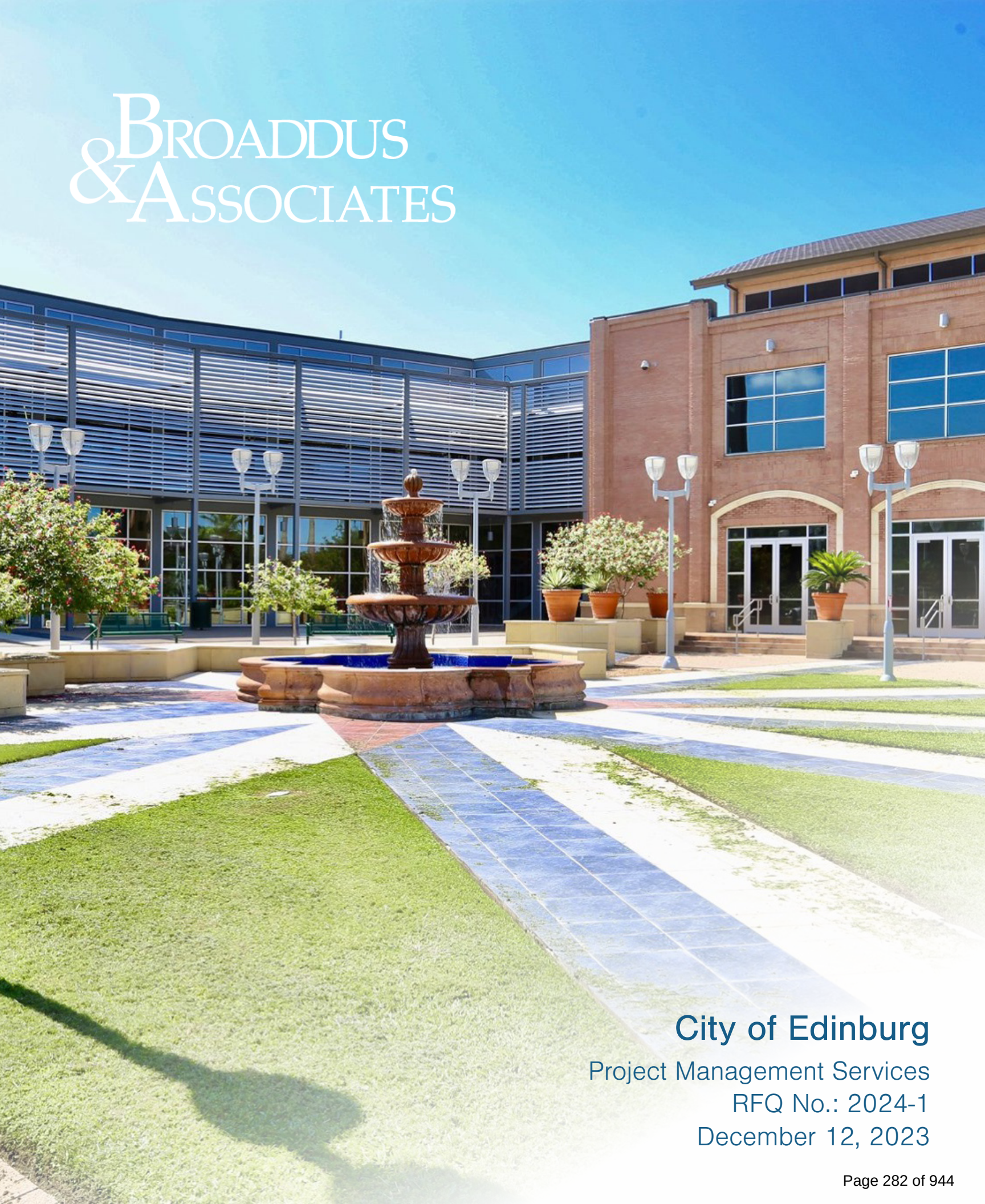
I am very pleased to recommend B2Z Engineering for any service(s) that fall within their scope of work. Our experience working with this firm has exceeded our expectations by providing quality work, keeping the Hidalgo County Drainage District No. 1 updated, and meeting crucial deadlines.
At this time, B2Z Engineering continues to assist with project management/Inspections of the 365 Toll Off-Site Drainage Improvements Project and in addition, will be providing all material testing for the completion of this large scale and complex project.

I can confidently recommend B2Z Engineering. If you need any additional information or would like to discuss B2Z Engineering qualifications further, I can be reached at (956) 292-7080 or omar.anzaldua@hcdd1.org

Sincerely,

Omar Anzaldua Jr. PE, CFM, PMP, CCM
Assistant District General Manager

902 N. Doolittle Road • Edinburg, Texas 78542 | Office 956 292.7080 • Fax 956 292.7089
www.hcdd1.org



BROADDUS & ASSOCIATES

City of Edinburg

Project Management Services

RFQ No.: 2024-1

December 12, 2023

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December 12, 2023
City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Re: Project Management Services | RFQ No.: 2024-1

Dear Members of the Selection Committee,

We have provided an unparalleled depth of experience across Texas, helping maximize capital dollars without sacrificing scope. We look forward to the opportunity to prove our value to the City of Edinburg. The following items describe a selection of Best Practices that differentiate us from other firms.

- **Serving Local Government in Texas.** We are proud of our relationship and successful track record with various municipalities across Texas, providing services that have ranged from limited feasibility studies to full program management. Our $15B portfolio of completed projects includes service to more than 40 local government entities in our state.
- **We are Local.** Our firm has maintained offices and personnel here since 2003. During this time, we have served a diverse set of public and private owners in the Rio Grande Valley. We are invested in the success of the projects we manage here.
- **Embracing Public Oversight.** Our team understands the importance of open communication and financial stewardship on publicly funded initiatives. Our team will provide timely reports on construction progress and the expenditure of funds.
- **Innovation in Project Management.** Whether it is Best Practices in planning, estimating, scheduling, design and constructability reviews, total project budgeting, pre-construction services, web-based management systems, or leadership in Building Information Modeling (BIM), we understand what's important to the Owner and we have the in-house support to provide it.
- **Protecting the Budget.** To ensure these funds are protected, we are committed to employing planning, scheduling, estimating, and communication processes that eliminate project delays and costly change orders. We maximize every dollar allotted by value engineering each project to identify possible cost savings or repurposing of funds.
- **Executive Involvement.** Our leadership monitors our projects closely. As an example, every Project Manager briefs the CEO on every project monthly. While our project professionals have the experience and authority to independently manage, our leaders know staying aware of potential issues will ensure an owner's project always stays on track.

Sincerely,

Broaddus & Associates

Scott Broaddus
Vice President

Main Point of Contact
Oscar Garcia | Vice President
Ph: 956.688.2307 | OGarcia@BroaddusUSA.com
1100 E. Jasmine Avenue, Suite 102, McAllen, TX 78501

Statement of Qualifications

Overall Qualification of Team

Firm History

Broaddus & Associates is one of the leading providers of facilities program management services in the United States. Since our inception, Broaddus & Associates has completed or is currently managing more than $15B in capital projects.

Broaddus & Associates was established specifically to focus on serving and advocating for owners by dramatically improving the Capital Improvements Process. Best Practice programs such as constructability, Project Definition Rating Index (PDRI), and independent cost estimating are used to effectively control budgets, compress schedules, and create satisfied clients.

The documented value-added savings across our current project portfolio represent over 127% of our aggregate fee. In other words, we have more than paid for our services among active projects. Most of our PM teams save more than twice their fee.

Firm Differentiators

- ✓ **Privately Held, Local, & Invested in the Edinburg Community**
- ✓ **$15B+ Successfully Managed Projects**
- ✓ **Prior City of Edinburg Project Experience**
- ✓ **14-Step Project Specific Approach**
- ✓ **Construction Industry Institute Best Practices**

Unique Qualifications

Broaddus & Associates was established to focus on serving owners in the management of complex major capital construction programs. We use Construction Industry Best Practice programs such as Pre-Project Planning, Constructability, and PDRI in addition to alternative project delivery systems to effectively define scope, control budgets, compress schedules, and create satisfied clients. We employ more than 150 professionals providing project management and planning services nationwide. Our team includes architects, planners, engineers, and construction professionals who have been on the owner's side and have an average of 25 years of experience per professional.

We appreciate this opportunity to earn your trust in our advocacy for the **City of Edinburg**. Our firm will serve you by providing experienced professionals, proven procedures, and creative solutions. While we know that the consistent application of proven project practices by experienced professionals is vital, we will apply this principle with the understanding that no two projects are exactly alike. From the beginning, our company will tailor our services to the needs of the city. Our project management, planning, and facilities technology services represent a comprehensive array of capabilities to meet the individual needs of this program. **Broaddus & Associates is the right choice to serve the City of Edinburg!**

- **Our team brings recent real-time "Lessons Learned" and current market knowledge.**
- **We have successfully completed projects for the City of Edinburg.**
- **Our team has delivered more than $15B in Capital Projects.**

Local Experience

Our team has maintained offices in McAllen since 2003 to provide project management services to the South Texas and border region. Our team understands the Lower Rio Grande Valley and its design and construction market. To support our local office, the key personnel staffed from our organization include many individuals who have prior and/or current working experience with public agencies, architects, and contractors throughout the Valley.

Our team members have interfaced extensively with city and other government officials and bring knowledge, experience, and existing productive working relationships to your project. Our McAllen office has serviced a variety of regional clients by providing construction project management, planning, and consulting services. A few of our notable local projects include:

- **Edinburg Consolidated Independent School District | Bond Program**
- **Edinburg Consolidated Independent School District | HVAC Upgrade Program**
- Basilio Villarreal Municipal Park Master Plan
- **Boys & Girls Club of Edinburg | Clubhouse**
- Brownsville Public Utility Board | Robindale Wastewater Treatment Plant
- **City of Edinburg | Downtown Master Plan**
- City of McAllen | Convention Center
- City of South Padre Island | Convention Center
- International Boundary & Water Commission | Administration Building
- McAllen-Miller International Airport
- Peninsula Island Resort & Spa
- Rio Grande Valley State Veterans Cemetery
- Roma Independent School District | Delia Garcia Elementary School
- South Texas College | 2005 Bond Program
- South Texas College | 2013 Bond Program
- Starr County | Courthouse Annex
- Texas A&M University – Kingsville | Campus Master Plan
- Texas State Technical College | Harlingen Campus Master Plan
- Texas Workforce Solutions
- **Tropical Texas Behavioral Health | Edinburg Administrative Office**
- Tropical Texas Behavioral Health | Harlingen Outpatient Clinic
- Tropical Texas Behavioral Health | Weslaco Outpatient Clinic
- University of Texas at Brownsville/Texas Southmost College | Bond Program
- Willacy County | Courthouse Master Plan

Edinburg Consolidated Independent School District | Zapata Elementary School | Edinburg, TX

Municipal Experience

A majority of the $15B in projects our team has managed has been for public sector clients in Texas. Our services have ranged from feasibility studies to full program management of municipal facilities. Our project portfolio includes office buildings, city halls, tax offices, libraries, courthouses, jails, first responder buildings, and various administrative facilities for the following clients, many of whom had projects like **City of Edinburg**. The following list represents city and county clients that we have served:

- Aransas County, TX
- Austin, TX
- Bastrop County, TX
- Baytown, TX
- Bexar County, TX
- Benbrook, TX
- Buda, TX
- Caldwell County, TX
- Clearwater, FL
- Collin County, TX
- Comal County, TX
- Conroe, TX
- Dallas County, TX
- **Edinburg, TX**
- El Paso, TX
- Fayetteville, TN
- Georgetown, TX
- Gulfport, MS
- Haltom City, TX
- Hattiesburg, MS
- Hays County, TX
- Henderson County, TX
- Hidalgo County, TX
- Highland Village, TX
- Lakeway, TX
- Long Beach, MS
- McAllen, TX
- McKinney, TX
- Medina County, TX
- Monroe County, MS
- Montgomery County, TX
- Moss Point, MS
- Port Aransas, TX
- Rockport, TX
- Rockwall County, TX
- San Antonio, TX
- San Marcos, TX
- Starr County, TX
- Tarrant County, TX
- Travis County, TX
- Willacy County, TX
- Williamson County, TX
- Wilson County, TX

City of McAllen | Convention Center | McAllen, TX

Resumes of Key Personnel

Primary Office Location

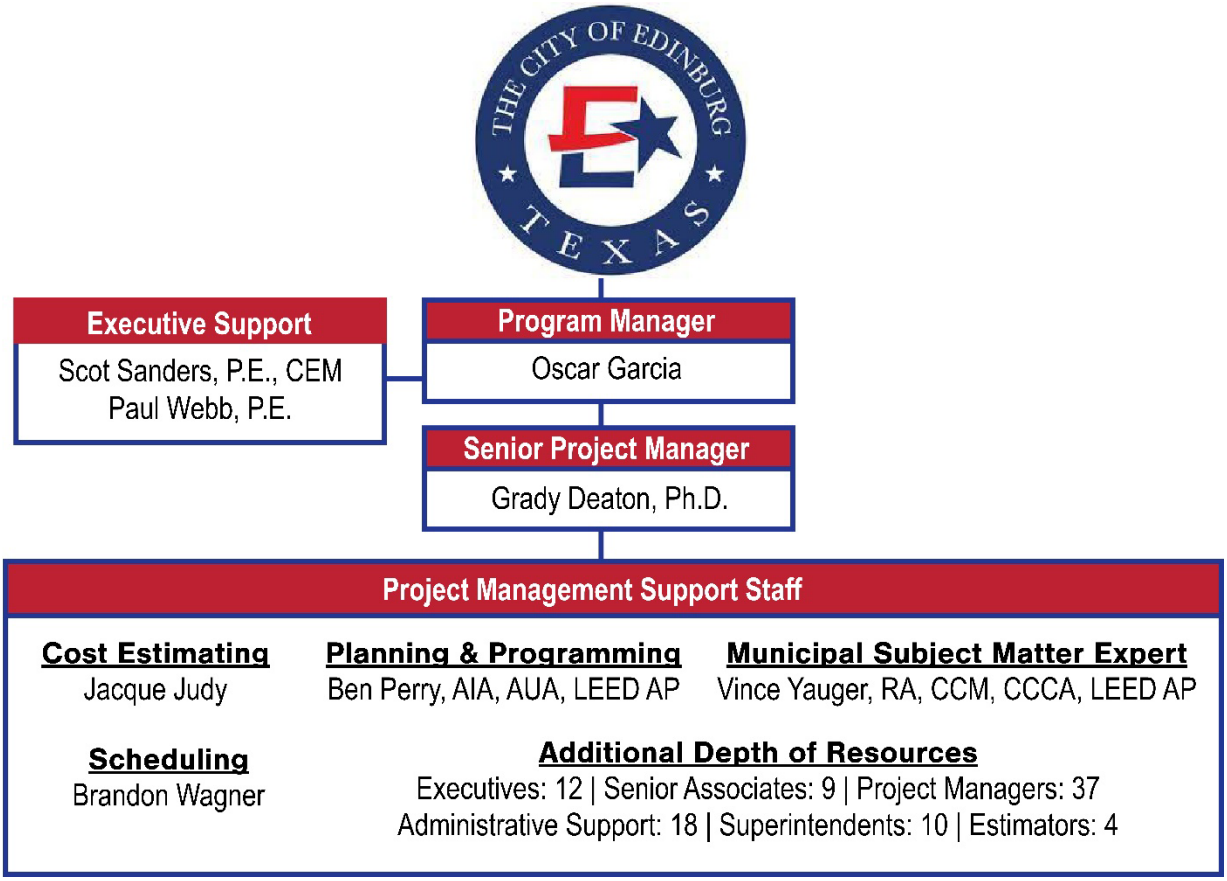
Officing in McAllen, Mr. Oscar Garcia serves as the Regional Vice President for Broaddus & Associates and will be the main point of contact for the **City of Edinburg** throughout the duration of this IDIQ program.

Broaddus & Associates prides itself on the depth of its staff. For this Edinburg program, to ensure all staff remain available, we will use support resources from all divisions to offer comprehensive project assistance when needed.

Organizational Chart

To deliver quality projects for the City of Edinburg, Broaddus & Associates has assembled a multi-disciplinary team led by **Mr. Oscar Garcia, a proven Program Manager with more than 30 years of experience** on various efforts like your initiative. He will be supported with specialized subject matter experts deployed as the project requires, and ongoing executive support to ensure the program receives all required resources needed to be successful. ***All team members, including principals and assigned personnel identified for this project are available, committed, and ready to begin work upon notice to proceed!***

Exhibit 1. Broaddus & Associates Organizational Chart



Previous Experience with City

The Broaddus Companies has a long history of working with the City of Edinburg. From providing planning services that helped the city revise its core downtown space, working with key stakeholders including City Leadership and community stakeholders culminating into the development of the Downtown Master Plan. Over the years the plan has provided the city an executable playbook for implementation of key nodal projects that has been in use since it was delivered. The true value and strength of the Broaddus Companies is when given the opportunity to bring all our varying skill sets to bear for a given client, from planning, program management, construction services, and project delivery. The Broaddus Companies has most recently provided construction services at the La Sienna multifamily housing development for the delivery of a unique P3 (Public-Private Partnership) project using private financing coordinated through a Public Housing Finance Corporation managed by the City of Edinburg when at the end of the lease term, the City of Edinburg will own the real estate asset. These are merely examples of the myriad of services and strengths the Broaddus Companies would bring to the table on behalf of the City of Edinburg.

CITY OF EDINBURG | DOWNTOWN MASTER PLAN

Edinburg, TX

To help bring downtown back to life, the mayor, along with the Planning and Zoning Commission, commissioned a team of consultants headed by Broaddus Planning to assist in structuring a downtown revitalization effort in the form of a Master Plan.

Project Relevance

- ✓ **City of Edinburg Project**
- ✓ **Stakeholder Engagement**
- ✓ **Master Plan Development**
- ✓ **Awarded "Plan of the Year" By the Texas American Planning Association**

In addition to physical analysis and assessment, the 6-month planning process included a series of community workshops that engaged a diverse group of stakeholders. These workshops helped create an understanding of the needs and requirements of the project and develop a common vision. Stakeholders were given opportunities to express their ideas and concerns through multiple outlets, including community forums, walking tours, and community surveys. This public input will ultimately be woven into the fabric of the final plan.

The outcome of the Downtown Master Plan was a strategic implementation plan based on collaboratively developed, underlying principles. The Plan established a visionary framework that helped make Downtown Edinburg a desirable destination. It focused on themes of economic development, livability, community character, transportation, and sustainability.

Specifically, the Downtown Master Plan addressed "Town Gown" relationships, providing recommendations for improving physical connections between downtown and the University of Texas – Pan American. The planning team also developed recommendations for the central courthouse square, whose success as a Hidalgo County landmark is encumbered by oversized thoroughfares, extensive parking lots, and flooding. The planning team also considered recommending Form Based Codes, the implementation of a tax financing district, and other strategic planning measures that help to create a sustainable and vibrant city.

CITY OF EDINBURG | LA SIENNA APARTMENTS

Edinburg, TX

La Sienna Apartments is in Edinburg, TX part of a larger La Sienna master development at the intersection of US-281 and Monte Cristo.

This unique P3 delivered the project using private financing coordinated through a Public Housing Finance Corporation managed by the City of Edinburg. At the end of the lease term, the City of Edinburg will own the real estate asset.

Project Relevance

- ✓ City of Edinburg Coordination
- ✓ New Construction
- ✓ P3 Financing

Project Value

Total: $25M

The scope is comprised of a clubhouse with fitness center, outdoor cabana, and swimming pool with a 288-unit apartment mix consisting of 1-bedroom/1-bathroom units, 2-bedroom/2-bathroom units and 3-bedroom/2-bathroom units.

Behind the limited access gates, the residents enjoy 2-story and 3-story buildings with stucco facades, slate shingle roofs, resort style pool with cabanas, state of the art fitness center, conference room with Wi-Fi, reserved covered parking, coffee bar and clubhouse. Interior design amenities feature granite countertops throughout all kitchenettes, luxury vinyl tile, walk-in closets, and appliances.

Ability to meet Schedules & Deadlines

Broaddus & Associates provides owners with professional representation to ensure effective project delivery. Broaddus & Associates was established specifically to focus on serving owners. Our mission is to advocate for owners to dramatically improve the Capital Project Management process.

We have an unparalleled depth of experience, helping maximize capital dollars without sacrificing scope. The following items describe a selection of practices and our commitment to our clients that differentiate us from other firms.

Client Satisfaction

"The Broaddus Team was knowledgeable, professional, and brought a critical eye and additional technologies to the project. I would like to specifically recognize their expertise in reviewing scopes of work and pricing. Their review, along with the entire project team, assisted in realizing a buy back savings that allowed us to increase the Behavioral Health Hospital by 24 beds."

Julie Lucas
Director – Project Management
UT Health Behavioral Sciences Center

Best Practices. We have developed and trained our project managers in Best Practice programs such as Project Implementation Plans, Total Project Budgeting, Proactive Schedule Management, Constructability and Design Review processes, Change Management Analysis, Commissioning, Transition to Operations, Quality and Safety Planning, Project Closeout, and Value Engineering. These practices are implemented selectively in addition to alternate project delivery systems where applicable to effectively manage projects, control budgets, compress schedules, and create satisfied clients. This formal approach is not often seen in with other PM firms.

Comprehensive Project Management Services. Program and project needs vary widely and therefore a wide offering of services is needed to support an effective owner's representative. Whether it is Best Practices in planning, estimating, scheduling, design and constructability reviews, total project budgeting, pre-construction services, web-based management systems, or leadership in Building Information Modeling (BIM), **we have the in-house support to provide it.** Our group of companies include estimators, healthcare planners, P6 schedule experts, specialists in defense providing services such as security assessments, and technology staff to provide tools to enhance project management and speed the transition into operations. Every Broaddus & Associates project manager has access and support from these professionals to enhance the value we bring to the owner. This range of comprehensive services enhances our management of projects over and above other firms.

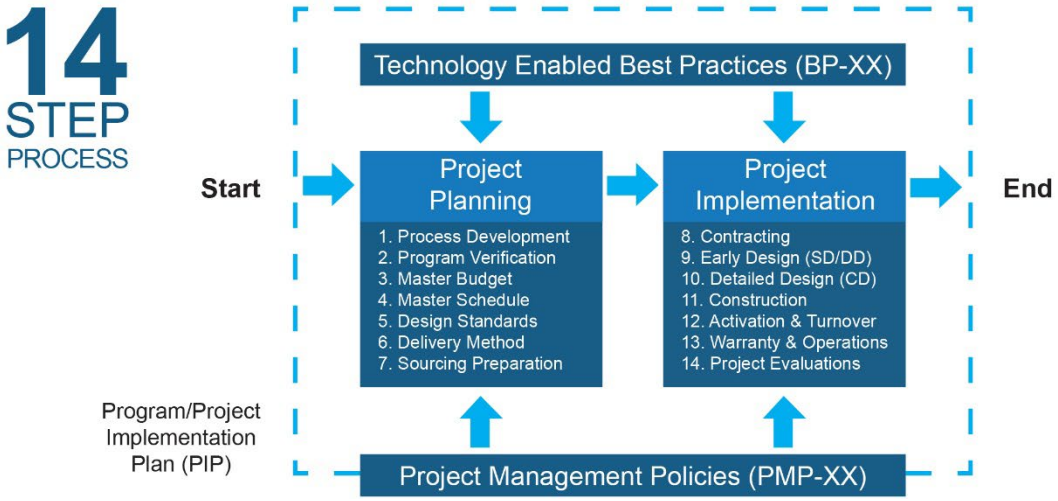
Executive Support. Our leadership monitors our projects closely. Every Project Manager briefs the CEO, President, every project monthly. While our project professionals have the experience and authority to independently manage, our leaders know staying aware of potential issues will ensure an owner's project always stays on track.

Project Methodology

Broaddus & Associates regularly applies a 14-step owner-oriented project management process (**Exhibit 2**) that helps guide our clients to define needs, set realistic budgets and schedules, establish design criteria, procure designers and contractors, and execute the plan. This process utilizes our research-proven industry Best Practices to offer measurable value to the owner.

These Best Practices allow for continuous improvement as we implement them repeatedly and as we share lessons learned across our project teams. Best Practices are assessed for applicability during the Pre-Project Planning Phase to allow for discussions with the Owner and determine which ones will add the most value. These Best Practices are scaled to match the level of effort and risk that need to be mitigated on a given project.

Exhibit 2. Broaddus & Associates 14-Step Project Management Process



Protecting the Budget. Most programs have critical budget constraints; therefore, we will collaborate closely with administrators, department leaders, and other staff to provide transparency to meet your financial goals. To ensure these funds are protected, we are committed to employing planning, scheduling, estimating, and communication processes that eliminate costly project delays and change orders. For instance, we would likely implement **Target Value Design** methods to identify costs per trade early in design and manage those trade costs as we progress through the design process. We maximize every dollar allotted through value engineering to identify possible cost savings, cost avoidance or repurposing of funds. Our in-house estimating resources assist clients in budgeting with the highest degree of accuracy and independence, providing real-time information. Additionally, our in-house estimating experts validate costs received from contractors and other consultants, ensuring another level of reasonableness confirmation**. Our team will ensure your project gets exactly the specialized project resources it needs to assure the best overall outcome.**

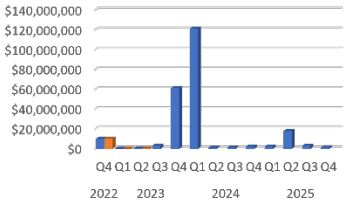
Protecting the Schedule. The most important aspect of successful project management is the development, management, and tracking of schedule. Our project managers have experience and expertise in developing overall project schedules specific to the requirements of the work. Given our PM's familiarity with the requirements of the designers, the contractors, and all the ancillary requirements, studies, inspections to properly fit out (technology, security, furniture, housekeeping, artwork, wayfinding, etc.), inspect, and complete project occupancy, we have become adept at comprehensive, accurate schedule development. At Broaddus & Associates, we **offer in-house scheduling resources** that dedicate 100% of their time to reviewing contractors provided P6 Primavera schedules. Their analysis of initial schedules, where they check logic, proper use of float, and activity durations, as well as the monthly reviews ensure publicized schedules are complete, accurate, and can be relied on to make decisions that depend on project schedules.

Exhibit 3. Broaddus & Associates Project Dashboard Example

Project Budget

DESIGN/PROFESSIONAL SERVICES	$13,252,365
CONSTRUCTION	$180,417,000
FURNITURE	$9,140,000
EQUIPMENT	$2,920,000
COMMUNICATIONS / INFORMATION TECHNOLOGY	$1,250,000
SECURITY	$2,300,000
GRAPHICS / ARTWORK	$800,000
RELOCATION	$260,000
RESOURCE EXPENSE	$5,750,000
CONTINGENCY	$10,510,868
GRAND TOTAL	**$226,600,233**

Encumbered Cash Flow



Schedule

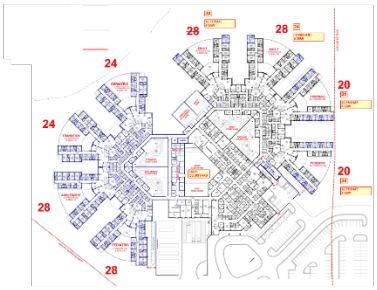
PROJECT MANAGER SELECTION	9/15/22
DESIGN	
AE SELECTION	10/13/22
SCHEMATIC DESIGN	3/14/23
SCHEMATIC DESIGN (REV)	6/5/23
DESIGN DEVELOPMENT	8/16/23
CD'S - SITE/FOUND/STEEL/EP	8/22/23
CD'S - FINAL	12/13/23
CONSTRUCTION	
CMAR SELECTION	3/1/23
GMP - SITE/FOUND/STEEL/EP	9/26/23
GMP - FINAL	2/14/24
CONSTRUCTION START	10/18/23
SUBSTANTIAL COMPLETION	Dec 2025
OCCUPANCY	Jan 2026

Completed Activities

- ✓Schematic Design issued on 14 March 2023.
- ✓Schematic Design revised due to budget concerns, issued 5 June 2023.
- ✓Schematic plans for added 100 beds completed 14 July 2023.
- ✓Design development meetings continued thru SD revisions and 100 bed add.

Upcoming Activities (Look Ahead)

- Final Design Development meetings week of 24 July 2023.
- Design Development to be issued 16 Aug 2023.
- Early procurement design package to be issued 22 Aug 2023.
- Early site, foundation, and steel design package to be issued 22 Aug 2023.
- Award of initial construction work authorizations in October 2023.



HUB Goals

- AE (HKS): 28.6%
- Broaddus: 100%

Key Issues/Decisions

- Private funding donation efforts continue, ~$25M remain.
- Remote location and site work driving construction cost.

Periodic Reporting. We understand the importance of keeping the owner/client abreast of project progress, financials, timelines, and current or projected issues that could impact the project. In addition to the frequent informal interactions we have with owners, we institute formal communications though periodic briefings and dashboard documents that concisely illustrate progress, budget status, schedule progress, and awareness of all current and pending key issues.

25
Average Years of Experience Per Project Professional

45+
Texas Government Agencies Served

Contract Acquisition. As mentioned previously, our team has years of experience in project management and acquisition. We pride ourselves in being subject matter experts in RFQ/RFP preparation, solicitation, conducting pre-proposal conferences, proposal evaluation, and award for professional services. Reviewing and confirming preliminary design and project information is available to enable true technical and cost proposals, knowing the important factors to request in RFQ/RFPs, and our comprehensive analysis of proposals received, will ensure that **the City of Edinburg** is making the most informed, economical decision in selecting our professional partners. We think that **the City of Edinburg** will find our expertise in this area sets us apart from other management firms.

Project Team Coordination. We believe building partnerships amongst the project team provides the best path for success. We will instill regular project team meetings, inclusive of the design team, the construction manager, the project management team, and appropriate consultants to discuss project issues, schedules, budget, and other key aspects of the project. We have proven that this is the most efficient way to ensure all project milestones and time-sensitive requirements are kept in the forefront and managed effectively. Any project constraints are identified, discussed, and resolved by the entire project team, allowing for the entire team's perspective in handling critical issues. These meetings also foster forward thinking and proactive management significantly reducing unexpected matters requiring reactive and time critical response. Key members and partners also include the owners and various associated departments. Coordination with these eventual users and operators is vital to providing facilities that meet their critical needs.

Close Out & Activation. One of the most important phases of a project is the transition to operations. At Broaddus, we have a team of experts to aid and support our project managers that ensures **Edinburg** staff will be well prepared for immediate occupancy, including:

- Iterative punch list development and resolution so that no construction work remains during furnishing and occupancy operations.
- Close out documentation development that starts at construction commencement. Allowing facilities to be operated before all procedural and maintenance information is available is unacceptable and poses a risk to the owner.
- Comprehensive commissioning programming that includes operator training, successful equipment startup, and off-season testing.

We offer in-house scheduling and estimating resources to assist clients in budgeting and project schedule development with the highest degree of accuracy and independence that provides real time information. Our team will ensure your project gets exactly the specialized project resources it needs to ensure the best overall outcome (and none that do not add value).

Key Takeaway

Our internal cost estimating resources help anticipate and manage change orders and scope creep.

Project Example

City of Buda City Hall & Municipal Complex

Broaddus & Associates was retained by the City of Buda when they terminated their contract with the previous project management firm after the expectations of budget and schedule were not met. We quickly assembled our team to analyze the status of the program and developed a work implementation plan. The first task included review of the preliminary GMP prepared by the contractor. Second, we ascertained the viability and accuracy of the proposed construction schedule and conducted a schedule optimization workshop with the contractor. Third, we performed a constructability and value engineering analysis to develop cost saving ideas to minimize overruns.

Our analysis uncovered 84 discrepancies and 23 value-engineering initiatives that were presented to the city for consideration. We were also able to uncover $200K in excess contingency in the contractors GMP, which was immediately released to the city for their use. Ultimately, our firm assisted Buda in completing the $55M project on schedule while controlling a budget that had increased before we were engaged.

City of Buda | City Hall | Buda, TX

Stability & References

ROCKWALL COUNTY | LAW ENFORCEMENT & JAIL RENOVATION/ EXPANSION

Rockwall, TX

Broaddus & Associates was engaged to provided planning and project management services to Rockwall County for the Law Enforcement and Jail Renovation and Expansion Capital Improvement Program. Successful completion of this Design-Build project provided Rockwall County with adequate space for their existing and future staffing needs; improved operational efficiency; adequate parking for staff and visitors; a clear and simple signage plan; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.

Project Relevance

- ✓ **Municipal IDIQ**
- ✓ Detailed Cost Estimates
- ✓ Planning, Programming, & Project Management

Project Reference

Dennis Bailey | Commissioner
Ph: 972.204.6000
dbailey@rockwallcountytexas.com

Project Timeline

Start: 05/2018
Complete: 10/2022

Our team was initially hired to perform a needs analysis and develop an optimal re-use, renovation and/or replacement plan for consideration, and offer recommendations on viable courses of action to increase rated bed capacity while also increasing the form and functionality of the overall master-planned program. An essential part of the scope was to perform a comprehensive criminal justice system analysis to forecast in-custody population over 20+ years.

With this expansion, the Rockwall County detention center has a maximum capacity of 444 beds and includes a functional medical and mental health section that provides a normative-type environment for those in need of such services. Also included are some of the most innovative design elements, such as increased natural lighting, open recreational yards, classrooms designed for vocational and GED studies for inmates, expanded remote visitation capability, courtroom, increased access to behavioral health therapy, and increased office and staff break areas.

After delivering the complex, our firm is now serving as project manager for the $21M Rockwall County Annex, a 18,000-SF administration building that will consolidate various public facing county services under one roof on a footprint that maximizes the available expansion space.

Client Satisfaction

"Broaddus works directly at multiple levels to professionally represent the County with a focus on best values both for construction and operationally. This team has saved the county several million dollars to date, far more than their fee. Overall, the Broaddus' project team provides a unique level of experience partnering with our owner's project team. I have been extremely satisfied with their knowledge and impressed in how they have led our project to date. I strongly suggest you partner with this team for your construction needs. "

Commissioner Dennis Bailey | Rockwall County

DENNIS BAILEY
ROCKWALL COUNTY COMMISSIONER, PRECINCT 3

July 15, 2020

Lisa Palomba
City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

Dear Ms. Palomba,

Rockwall County selected Broaddus Associates as project managers initially in 2017 to assist with planning for the expansion of the Rockwall County Jail. Subsequently we contracted with Broaddus as program managers for the design build construction contract.

As a resident who remains actively engaged within Rockwall County, Scot Sanders, PE CEM Regional Vice President represents the County as the Project Executive. Our project management team consists of Paul Chastant, AIA NCARB Principal Senior Project Manager and Tammy Tijerina, Project Manager.

Broaddus works directly at multiple levels to professionally represent the County with a focus on best values both for construction and operationally. This team has saved the county several million dollars to date, far more than their fee. Overall, the Broaddus' project team provides a unique level of experience partnering with our owner's project team. I have been extremely satisfied with their knowledge and impressed in how they have led our project to date. I strongly suggest you partner with this team for your construction needs.

Dennis Bailey
Commissioner Pct. 3

Historic Courthouse • 101 E. Rusk, Room 202 • Rockwall, Texas 75087 • Office 972.204.6030

BASTROP COUNTY | BOND PROGRAM MANAGEMENT SERVICES

Bastrop, TX

Broaddus & Associates served the Bastrop County Commissioner's Court as program manager for the construction of several County facilities as a part of a recent Capital Improvement Bond Program.

Project Relevance

- ✓ **Municipal IDIQ**
- ✓ Design-Build
- ✓ New Construction

Project Reference

Leon Scaife | Purchasing Agent
Ph: 512.581.7110 |
leon.scaife@co.bastrop.tx.us

Project Timeline

Design Start: 04/2014
Construction Start: 07/2016
Complete: 06/2017

Project Value

Total: $3.3M-$4.2M
Construction: $2.9M - $3.7M

Facility Assessment Program

Broaddus provided facility assessments to determine the spatial needs for new administrative and judicial facilities for select departments in Bastrop County. The recommendations gave significant weight to mitigating security and safety concerns that occur in the current facilities for the staff and public utilizing them. To accomplish this study the planning team conducted interviews with each of the stakeholders to determine the spatial requirements for existing and future (5- to 10-year) needs to include square footage, relative adjacencies, and security. This study was conducted in two phases as a two-part development scheme. Phase I of the study included the County Development Services and Tax Assessor. Phase II consisted of a Justice Court Complex (including new District Courts, District Clerk, and District Attorney space) and Law Enforcement Administration Building.

Bastrop County DSTA Building

The Bastrop County Development Services and Tax Assessor (DSTA) building accommodates the County's Development Services, Tax Assessor Collector, and other offices. As Project Manager, Broaddus & Associates tracked the budget, monitoring the schedule, and oversaw the project quality. Scope of services included performing a needs assessment, programming, master planning, budget, and schedule development, design, and construction oversight, as well as move coordination. As the County chose to utilize the Design-Build delivery method, Broaddus & Associates assisted the County in evaluation and selection of the Design-Build team and coordinated with the chosen team for successful project completion. **We returned $142,778 in savings to the owner.**

Bastrop County Fire Station #4

Bastrop County selected Broaddus & Associates as Project Manager for the design and construction of Fire Station #4. The project consisted of the design and construction of a 12,000-SF fire station that includes a 4-bay apparatus area, equipment maintenance and storage area, administrative offices, living quarters, work out facility and a multi-use area.

Broaddus & Associates oversaw the procurement process, tracking the budget, and monitoring the schedule. Scope of services included performing a needs assessment, budget and schedule development, and design and construction oversight. As the County chose to utilize the Design-Build delivery method, Broaddus & Associates assisted the County in evaluation and selection of the D-B team and coordinated with the chosen team for the successful project completion.

Paul Pape
Bastrop County Judge

March 6, 2015

James A. Broaddus, Ph.D., P.E.
President
Broaddus & Associates
1301 S. Capital of Texas Highway
Suite A-302
Austin, Texas 78749

Dear Dr. Broaddus:

On behalf of Bastrop County, I want to congratulate Broaddus & Associates on the outstanding job you did on our Tax Assessor/Development Services project.

The Broaddus & Associates team's leadership exceeded our expectations. By working closely with our project team and the architect and contractor, we got a building that meets our needs at a fair price. There were very few change orders, since everyone was at the table to discuss each detail of the project. As the client, we felt that we were involved in every step.

Our facility was completed and opened on schedule thanks to the professional leadership of the Broaddus & Associates team.

Based on our experience, I would not only hire Broaddus & Associates to manage my next facility, but I would recommend Broaddus & Associates to any company or organization with similar needs.

Sincerely,

Paul Pape
County Judge

804 PECAN STREET • BASTROP, TX 78602 • 512/332-7201 • METRO 512/581-7101 • FAX 512/581-7103

TARRANT COUNTY | PROJECT MANAGEMENT IDIQ

Fort Worth, TX

A. Vandergriff Civil Courts Building

Broaddus & Associates served the Tarrant County Commissioner's Court as project manager for the construction of the $74M Vandergriff Civil Courts Building in downtown Fort Worth, TX. The 232,000 SF, 6-story courthouse is named in honor of Tom Vandergriff, the late Tarrant County Judge, U.S. Congressman and Arlington Mayor. The project consisted of a basement level and six stories above street level. It included 13 courtrooms, including one measuring 2,800 SF that can accommodate 120 people for more complex, multi-party litigation. It houses 12 civil district courts, eight administrative judicial regional offices, district clerk, jury services, and expansion space on the sixth floor for the 2nd Court of Appeals.

Project Relevance

- ✓ **Municipal IDIQ**
- ✓ **Program Management**

Project Reference

Mike Amador | Director of Facilities Planning & Construction
Ph: 817.925.6217

Project Schedule

Start: 06/2011
Complete: 06/2015

Project Value

Total: A) $74M B) $83M C) $28M

B. Lon Evans Corrections Center

Broaddus & Associates served as owner's representative to the Tarrant County Commissioners Court for the development of a new jail facility and renovation of the existing corrections center in Fort Worth, Texas. The new building provides 444 maximum-security beds, a new kitchen, fourth-level medical wards, and a sky bridge and tunnel elements that connect to the existing Tarrant County Corrections Center. The classical façade design blends with the existing architecture, while meeting the County's substantial growth needs on a difficult and restricted site. Functioning operationally as a stand-alone facility, the building includes a public service lobby, video visitation, facilities for detention staff, food service facilities (sized for 16,500 meals per day), service dock, secure evidence storage for district clerk and sheriff, and inmate housing for 432 high security, special management inmates. The special management units are made up of 96 medical/ mental health beds, 96 separation cells (male), 24 separation cells (female), 192 single cells (male) and 24 single cells (female).

C. Medical Examiner's Office

Broaddus & Associates served as Program Manager for the development of a $28M expansion and renovation of the Medical Examiner's Office. The 61,095-SF facility consolidated laboratories and offices from adjacent medical office buildings into a new, modern, and contiguous facility.

TARRANT COUNTY

DEPARTMENT OF FACILITIES MANAGEMENT

DAVID PHILLIPS
DIRECTOR

September 30, 2019

To: Tarrant County College District

From: David Phillips

RE: Broaddus & Associates

Tarrant County hired Broaddus in 2008 to assist with delivery of our 2006 capital improvement program.

We made the right decision.

Broaddus provided two (2) staff members for which we setup offices in the Facilities Management suite in the 1895 Courthouse. At first, there were personality conflicts with the first Broaddus individuals and my staff, so I asked Jim Broaddus to address it. He sent over new staff to interview with us and it worked out great.

Mark Starr and Jeff Blackwell stayed with us from mid-2008 through 2015 for design, construction and close-out of our $26m crime lab project, our $83m maximum security jail project and our $75m courts building project. Mark and Jeff brought a high level of experience and results-oriented attitude to our project team. If they discovered an issue with design or construction, they would be the first to state "That is not going to work here at Tarrant County".

After Gilbane Building Company allowed the excavation contractor to dig 10 feet too deep for the jail foundation, Broaddus implemented an "Opportunity Check List". They held numerous meetings with different groups of companies (Gilbane, Gideon Toal Architects, other specific consultants such as the construction materials testing firm, the specific trade contractor and my staff) to create a list of the top 25 things that can go wrong with each specific trade work. Then, they created a check list matrix for each trade to make sure things were addressed during design and construction to keep from having future problems. They made sure the right people signed their names to the list as items progressed and were completed. The effort created a high level of accountability from each team member.

Broaddus also provided constructability reviews for various levels of design completion. They did a good job bringing potential cost and maintenance issues to our attention while we had time to address it with the architects.

dp

100 W. WEATHERFORD FORT WORTH, TEXAS 76196 (817) 884-2878

CITY OF BUDA | BOND PROGRAM MANAGEMENT SERVICES

Buda, TX

In 2014, the City of Buda started the planning and design for their new Municipal Building, which included a library expansion and new City Hall. In addition, a new Public Safety Building and Police Headquarters were included. Broaddus & Associates was retained by the City of Buda in December of 2016 when the City terminated their contract with the previous project management firm after the expectations of budget and schedule were not met. We quickly assembled our team to analyze the status of the program and developed a work implementation plan.

The first task included review of the preliminary guaranteed maximum price proposal prepared by the contractor. Second, we ascertained the viability and accuracy of the proposed construction schedule and conducted a schedule optimization workshop with the contractor. Third, we performed a constructability and value engineering analysis to develop cost-saving ideas to minimize budget overruns.

Our analysis uncovered 84 discrepancies and 23 value-engineering initiatives that were presented to the city for consideration. We were also able to uncover $200K in excess contingency in the contractors GMP, which was immediately released to the city for their use.

The city also retained Broaddus & Associates for periodic inspections during construction to maintain quality. Ultimately, our firm assisted Buda in completing the projects on schedule while controlling a budget that had increased before we were engaged. The $55M Bond Program included the following relevant projects:

Project Relevance

- ✓ Program Management
- ✓ Municipal Bond Program
- ✓ San Marcos Area
- ✓ Library
- ✓ City Hall
- ✓ Police Station

Project Reference

John Nett, P.E. | City Engineer
Ph: 512.312.0084
jnett@ci.buda.tx.us

Project Timeline

Start: 02/2017
Complete: 04/2018

Project Value

Total: $32M

Key Takeaway

Broaddus & Associates was engaged after Buda terminated the original project management firm. We facilitated the successful completion of the $55M Bond Program.

Municipal Complex

- A municipal complex that will house the new City Hall, Public Library, and the Buda Economic Development Corporation.

Public Safety Building

- The 14,420-SF building is now the new home of the Buda Police Department. The building features a gated enclosure for office parking and has two exit routes leading to Main Street. The building also houses a community meeting room for public meetings and interdepartmental training.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT | HVAC PROGRAM

Edinburg, TX

Broaddus & Associates is serving as owner's representatives for the Edinburg Consolidated Independent School District's (ECISD) $60M campus Heating, Ventilation, and Air Conditioning (HVAC) Improvement Program. The initiative is funded through an Elementary & Secondary School Emergency Relief (ESSER) grant, which is a part of a series of three federal programs that have provided ECISD with more than $196M in COVID relief funds. The HVAC Program is included in the third portion of funding (ESSER III) as a part of the American Rescue Plan (ARP) Act passed by the U.S. Congress in 2021.

Our program management team is providing oversight to the HVAC upgrades at 6 district campuses. This engagement includes management of all project phases, including A/E and contractor selection. On-site project management at the respective project sites is being performed as well as regular progress reporting to district leadership. An important component of our role is maintaining compliance with the requirements of the ESSER grant as well as Davis-Bacon wage compliance.

Project Relevance

- ✓ **Local Edinburg Project**
- ✓ **Project Management**

Project Reference

Dr. Ron Cavazos
ESSER III Compliance
Ph: 956.207.9043
r.cavazos@ecisd.com

Project Timeline

Start: 2021
Complete: 09/2024

Project Value

Total: $60M

City of Long Beach

BOARD OF ALDERMEN
Leonard G. Carrubba, Sr. - At-Large
Gary J. Ponthieux - Ward 1
Bernie Parker - Ward 2
Kaye H. Couvillon - Ward 3
Ronnie Hammons, Jr. - Ward 4
Mark E. Lishen - Ward 5
Carolyn J. Anderson - Ward 6

WILLIAM SKELLIE, JR.
MAYOR

CITY CLERK
TAX COLLECTOR
Rebecca E. Schruff

CITY ATTORNEY
James C. Simpson, Jr.

September 22, 2009

Brandon Wade, P.E., Assistant City Manager
City of Galveston
832 Rosenberg
Galveston, TX 77550

Dear Mr. Wade:

Broaddus & Associates have been successfully managing a number of different projects for the City of Long Beach for the past twelve months. Their experience and knowledge of the inner workings of the different grant programs and FEMA procedures have proven to be invaluable to our City's effort to rebuild following Hurricane Katrina.

The Broaddus & Associates project manager's have taken a great burden off our City staff without adding additional cost to the City. Their services have been funded by various Federal Grant programs.

Broaddus & Associates have been able to keep the projects moving through approval processes and construction while keeping the City fully informed with timely progress reports. During several occasions our Project Manager's have "gone to bat" for projects which came up short of funding after the bidding process and because of their expertise were able to obtain additional funding for these projects.

As Mayor of Long Beach, over the past year, I have observed a high level of professionalism and dedication to duty by the Broaddus & Associates Project Manager's working on our projects.

I would without reservation recommend Broaddus & Associates to other potential clients in need of professional Project Management assistance.

Very Respectfully Yours,

William Skellie, Jr.
Mayor of Long Beach

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1556 • FAX 865-0822
www.cityoflongbeachms.com

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FACILITIES DEPARTMENT
1305 E. SCHUNIOR
EDINBURG, TEXAS 78540
PHONE (956) 380-8920
FAX (956) 316-7265

Dr. Rene Gutierrez,
Superintendent of Schools

Mario Salinas
Assistant Superintendent
of Administration

*

Robert Estrada A.I.A.
District Architect

Heralio Perez, Jr.
Project Manager

Norma Salinas
Facilities Secretary

November 17, 2010

Gilbert O. Gallegos, AIA
Vice-President Broaddus & Associates
1100 E. Jasmine Suite 102
McAllen, Texas 78501

Dear Mr. Gallegos:

As District Architect I have learned that the people involved in delivering a project have the most important influence on the project's success.

The Broaddus & Associates team's leadership exceeded our expectations. With your assistance we ended up with good design/construction teams that were able to partner and work together effectively. Your approach to open communication and problem resolution helped to eliminate the typical project conflicts and slowdowns that occur on most construction jobs.

Our facilities have been completed and opened on-time thanks to the professional leadership of the Broaddus & Associates team. The cost savings that resulted from both mass purchasing and replication of building types have made determining how to utilize those savings my most difficult task.

Based on my experience, I would not only hire Broaddus & Associates to manage my next facility, but I would recommend Broaddus & Associates to any company or organization with similar needs.

If I can provide any additional information, please feel free to contact me at 956-380-8920.

Sincerely,

Robert Estrada

Robert Estrada, AIA
District Architect
Edinburg CISD - Facilities Department

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

Es la poliza del Distrito Escolar de Edinburg el no descriminar por razones con base en sexo, edad, religion, raza, color, origen nacional, ni por descapacidad dentro de sus programas educacionales.

Manuel Benavidez, Board of Trustees
South Texas College
P.O. Box 9701
McAllen, Texas 78502
956-716-6993 wk.

June 14, 2005

Ms. Veronica Mendez
Vice President for Construction
Texas Southmost College
80 Fort Brown
Brownsville, TX 78520

Subj: Letter of Recommendation

Dear Ms. Mendez:

Almost four years ago, our college embarked on a very important mission of providing more educational opportunities for Hidalgo and Starr Counties. As our Master Plan was realized the next big decision was how to implement the vision that was created. Recognizing that South Texas College did not have the resources in-house, it was my decision as Board of Trustees Chairman to search for experienced firm in this arena.

Broaddus & Associates was selected to guide us through this process in early of 2002. Much has changed at our fast growing campuses including purchasing more land for expansion, adding more square footage and scope. Through all this Broaddus & Associates has been able to absorb scope increases within our Bond Program and still keep projects on schedule. Their recommendations and leadership has allowed us to benefit from their expertise and provide the best value possible for the College.

Based upon their current performance and without reservation, I recommend consideration of Broaddus & Associates in providing project management services for the Texas Southmost College Bond Program.

Please let me know if you have any question or require additional information and best wishes on your program.

Respectfully,

Manuel Benavidez, Board of Trustees

xc: Mr. Gilbert Gallegos

Insurance

Client#: 813693 BROAD&

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 3/13/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirley D. Garza, CIC
Marsh & McLennan Agency LLC 2500 Bee Caves Rd., Bldg 1, Suite 125 Austin, TX 78746 512 453-0031	PHONE (A/C, No, Ext): 512 485-3895 FAX (A/C, No): E-MAIL ADDRESS: shirley.garza@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Plaza Insurance Company	30945
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D : State Automobile Mutual Insurance Co	25135
INSURER E :	
INSURER F :	

INSURED
Broaddus & Associates, Inc.
1301 S. Capital of Texas Highway
Suite A-302
Austin, TX 78746

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6802N539513 TOTAL AGGREGATE	03/14/2023	03/14/2024	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 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $12,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10167227CA	03/14/2023	03/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			CUP2N547887	03/14/2023	03/14/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
B	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		10167228WC1	03/14/2023	03/14/2024	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
C	Professional Liability Coverage			C1535E231001	03/14/2023	03/14/2024	$3,000,000 Each Claim $3,000,000 Aggregate $100,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*******Evidence of Insurance Coverage Only*******

NAMED INSURED IS COMPLETED TO READ: Broaddus & Associates, Inc.; Broaddus Planning, LLC

Schedule of Forms and Endorsements:
(See Attached Descriptions)

CERTIFICATE HOLDER
Information 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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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S12524820/M12524798 SSSDG

Professional Services Agreement

Broaddus & Associates has read the Professional Services Agreement and will meet the prerequisite insurance requirements.

Contact Information

Contact #1

Name: Oscar D. Garcia
Title: Vice President – Area Manager
Address: 1100 E. Jasmine Avenue, Suite 102, McAllen, Texas 78501
Phone Number: 956.688.2307
Mobile Number: 956.357.4507
Email Address: ODGarcia@BroaddusUSA.com

Contact #2

Name: Scott Broaddus
Title: Vice President
Address: 1301 S. Capital of Texas Hwy., Suite A-302, Austin, TX 78746
Phone Number: 512.329.8822
Mobile Number: 512.947.8802
Email Address: SBroaddus@BroaddusUSA.com

Attachment 1. Resumes of Key Personnel

OSCAR D. GARCÍA
Program Manager

Mr. Oscar Garcia has more than 31 years of experience providing municipal, information technology, healthcare, and program management / construction management services throughout Texas. Mr. Garcia is a highly motivated, multi-task oriented, resourceful, and business-savvy professional with RGV business development experience, and an ability to provide solutions by engaging clients at all levels of management to achieve desired goals and offer value.

Mr. Garcia provides reliable scope, budget, and schedule projections for client projects and alternative financing structures and delivery methods. He has specialized knowledge in Risk Analysis and Real Option Theory applied to construction, as well as sustainability assessment for buildings and industrial projects, as well as excellent written and verbal communication skills in both English and Spanish with an ability to adapt to change and brings this to bear for our South Texas region.

Relevant Project Experience

- Hidalgo County | Courthouse PM/CM Services | $185M | Hidalgo County, TX
- Hidalgo County/**City of Edinburg**/ TxDOT | Coordination with Highway 107 Drainage Infrastructure Project | $20M | **Edinburg, TX**
- **City of Edinburg | Coordination with the Implementation of Integrated Edinburg Downtown Redevelopment Plan | Edinburg, TX**
- Greater Brownsville Incentives Corporation
  - Small Area Plan (SAP) Phase 1 - Led implementation approach and roadmap for a multi-phase concept focused on maximizing the infrastructure performance to enhance industrial and commercial development by implementing 32 strategic projects with a capital investment of more than $3B coordinated by three key public entities, including the City of Brownsville, Brownsville Public Utility, and the Port of Brownsville.
- University of Texas Rio Grande Valley | Administration Building Site Selection | Brownsville, TX

Years of Experience

Total: 31
With Broaddus & Associates: 1

Education

MS, Technology Commercialization, University of Texas at Austin, McCombs School of Business

BA, Molecular Biology, Baylor University

Public Service

Brownsville Chamber of Commerce (2014-2015)

Tropical Texas Regional Center of Innovation & Commercialization Board (2012-2015)

United Brownsville Board (2012-2013)

Brownsville Public Utilities Board (2010-2014), Chair 2014

Brownsville Economic Development Council Board (2005-2010), Chair 2009

United Brownsville Technical Committee (2010-2012) Economic Development & Infrastructure

Imagine Brownsville Comprehensive Plan, (2008-2009) Economic Development Cluster Strategy & Infrastructure Committees

The First Tee of Greater Brownsville Board (2008-2012)

Tip of Texas Family Outreach Board (2006-2010)

GRADY DEATON, PH.D.

Senior Project Manager

Years of Experience

Total: 40
With Broaddus & Associates: 11

Education

Bachelor of Business Administration, University of Texas-Pan Americans

Master of Business Administration, The University of Texas at Brownsville

Master of Arts in Interdisciplinary Studies (MAIS), The University of Texas at Brownsville

Doctorate in International Education, Autonomous University of Tamaulipas

Grady Deaton, Ph.D., serves as a Senior Project Manager for Broaddus & Associates and is responsible to the project executive and owner/client for the program's budget, schedule, and quality. Dr. Deaton possesses a wide range of construction management, inspection, and supervisory experience, as well as considerable knowledge of facilities administration and construction project administration as an owner's representative. Among his duties has been coordination of governmental funding and expenditures procedures.

As the former Vice President of Facilities Planning, Construction and Maintenance for Texas State Technical College, Dr. Deaton served as the division head for the building and grounds maintenance, custodial/janitorial services, and vehicle fleet maintenance department. He was involved in the design and construction for all remodels, renovations and new construction and office operations within the division on the TSTC campus in Harlingen, TX. He also managed the design and construction for the entire new TSTC campus in Rosenburg, TX. In this role, he acted as the liaison between the college, general contractors, A/E team components, subcontractors, utilities providers, local and state government representatives, and the client institution to coordinate all the team members' efforts during new construction and renovations. This position also acted as the Chief Building Official for the campus, ensuring that building codes and other applicable regulations are followed on campus.

Relevant Project Experience

- **Edinburg CISD | 2008 Bond Program Management | $112M | Edinburg, TX**
- South Texas College | 2006 Bond Program Management | 794,000 SF | $100M | McAllen, Weslaco, & Rio Grande City, TX
- Alamo Colleges | Bond Program Management | 650,000 SF | $128M | San Antonio, TX
- The University of Texas at Brownsville/Texas Southmost College | Bond Program Planning & Management | 300 Acres | $77.7M | Brownsville, TX
- University of Texas | Marine Science Institute | $30M | Port Aransas, TX
- City of Harlingen | South Wastewater Treatment Plant | $5M | Harlingen, TX
- City of Donna | Water Treatment Plant | $2.2M | Donna, TX
- City of Mission | Wastewater Treatment Plant | $3.6M | Mission, TX
- City of South Padre Island | Wastewater Treatment Plant | $2M | South Padre, TX
- The University of Texas System | Thermal Energy Plant–The University of Texas at Brownsville | 20,000 SF | $2.25M | Brownsville, TX
- The University of Texas System | Science & Engineering Classroom & Laboratory Facility | 182,000 SF | $20M | Brownsville, TX

JACQUE JUDY
Chief Estimator

Mr. Jacque Judy serves as Chief Estimator for Broaddus & Associates. He provides estimates for projects in a variety of stages, establishes budgets with owners/clients, develops project scopes, and coordinates design team efforts with owner/client guidelines. He has the unique ability to provide conceptual estimates during planning and early design with great accuracy and reliability.

Years of Experience

Total: 28
With Broaddus & Associates: 17

Education

Bachelor of Science in Construction Engineering, Arizona State University

He leads our approach to the technical services process to accurately establish and maintain project budgets, develops project design within budget restraints, and supervises the timely completion of all pre-construction activities. During final bid preparation, he works closely with the project team to maximize participation by local, qualified trade contractors and facilitates an orderly transfer to field operations. He will continue to stay involved with the project as necessary throughout the course of construction.

Relevant Project Experience

- **Edinburg CISD | 2008 Bond Program Management | $112M | Edinburg, TX**
- City of Gulfport | Post-Katrina VA Building Assessment | Downtown Façade Program ($4.4M) | Robert J. Curry Public Safety Center | 76,000 SF | $28M | Gulfport, MS
- City of Gulfport | Downtown Façade Program | $4.4M | Gulfport, MS
- City of Gulfport | Jones Hardy Building Repairs | 15,332 SF | $1.3M | Gulfport, MS
- City of Gulfport | Robert J. Curry Public Safety Center | 76,000 SF | $28M | Gulfport, MSSam Houston State University | Innovation Plaza Campus Master Plan | Huntsville, TX
- Texas State University | Meadows Center for Water & Environmental Study | San Marcos, TX
- Integral Care Austin Facilities Master Plan | Condition Assessments (49 Facilities) | 353,645 GSF | Austin, TX
- UT Health | Behavioral Health Continuum of Care Hospital | Planning & Full Program of Requirements (288-Bed Hospital in the Texas Medical Center) | 230,000 SF | Houston, TX
- University of Houston | Infrastructure Implementation Planning (4 Core Campus Buildings) | 554,700 SF | Houston, TX
- Tarleton State University | Memorial Stadium Master Plan & Facility Program | Stephenville, TX
- Tarleton State University | Conceptual Master Plan – Greenfield Campus | Fort Worth, TX
- The University of Texas MD Anderson Cancer Center | Mid-Campus Master Plan | Houston, TX
- Dallas Baptist University | East Campus Master Plan | 630 Acres | Dallas, TX
- JPS Health Network Main Campus Functional and Space Program | 1.34 million GSF | Fort Worth, TX
- University Hospital at the Medical Center Expansion | University Health System | 1.1 million SF | $778M | San Antonio, TX
- Houston Methodist | Outpatient Center | 1.6 million SF | $345M | Houston, TX

VINCE YAUGER, RA, CCCA, CCM, LEED AP, PMP

Subject Matter Expert

Mr. Vince Yauger has more than 36 years of experience in project and program management. Mr. Yauger is an outstanding project manager who coordinates communications, information, and highly skilled professionals to meet project needs through integrated diverse teams. He has served and successfully completed large CIP and bond programs for higher education clients such as the University of Texas and Texas Christian University.

Years of Experience

Total: 36
With Broaddus & Associates: 4

Education

Bachelor of Environmental Design, Texas A&M University

Master of Management & Leadership, Western Governor's University

Management Leadership Development Program, The University of Texas

Registrations/Certifications

Registered Architect: TX

Project Management Professional, PMI

LEED Accredited Professional, USGBC

Certified Construction Manager, CMAA

Certified Construction Contract Administrator., CSI

OSHA 30-hour Safety Training

Relevant Project Experience

- Dallas County | Records Building Complex Renovation | 286,936 SF | $195M | Dallas, TX
- Rockwall County Jail Expansion Project | Owner Representation Project Management | $50M | Rockwall, TX
- Texas Christian University | Staff Augmentation for Bond Capital Improvement Program | $459M | Fort Worth, TX
  - Neeley School of Business | $74.5M | 139,000 SF
  - School of Music Concert Hall & Classroom Building | $53M | 700 Seats | 61,000 SF
  - Administrative Building & South Core Precinct Development | $72.7M | 82,000 SF
  - Amon G. Carter Stadium Expansion | $112M
  - College of Fine Arts Instructional Facility & Multi-Purpose Studio | $17M | 32,000 SF
  - Greek Village | Four, 3-Story Buildings | $61.9M
  - Kelly Alumni Center | 15,000 SF | $12.5M
  - Worth Hills Residence Hall Buildings 4 & 5 | $55M
- University of Texas OFPC | Agency Construction Program Management | $1.1B | Richardson, TX
  - UT Dallas | Math & Science Building | 175,000 SF | $101M |Richardson, TX
  - UT Dallas | Engineering Building | 200,000 SF | $110M |Richardson, TX
  - UT Dallas | Davidson-Gundy Alumni Center | 30,246 SF | $15M |Richardson, TX
  - UT Dallas | Student Services Building/Addition | 75,700 SF/68,700 SF | $28M/$26M
  - UT Dallas | Bioengineering & Sciences Building | 222,650 SF | $113M | Richardson, TX
  - UT Dallas | Student Housing – 7 phases | 2M SF / 2,600 beds | $278M | Richardson, TX
  - UT Dallas | Satellite Energy Plant | 32,900 SF | $14.3M | Richardson, TX
  - UT Dallas | Natural Sciences & Engineering Lab | 192,450 SF | $85M | Richardson, TX
  - UT Dallas | Arts & Technology Building | 155,000 SF | $61M | Richardson, TX
  - UT Dallas | School of Management – Phase II | 107,445 SF | $28M | Richardson, TX
  - UT Dallas | NSERL Vivarium Project | 15,291 SF | $13M | Richardson, TX

BENJAMIN PERRY, AIA, LEED AP, AUA

Planning & Programming

Mr. Benjamin Perry has more than 25 years of experience in campus planning and project management. He has extensive experience balancing scope, schedules, and budgets on projects totaling more than $2.5B.

Years of Experience

Total: 25
With Broaddus & Associates: 1

Education

Master of Architecture, University of Illinois at Urbana – Champaign

Bachelor of Science, Architectural Studies, University of Nebraska

Registrations/Certifications

Professional Architect: Kansas, 2006 – Present

Association of University Architects (AUA), 2017 – Present

Society of College & University Planners (SCUP), 2016 – Present

Association for the Advancement of Sustainability in Higher Education (AASHE), 2008-2010, 2017 – Present

American Institute of Architects, 1999 – Present

National Council of Architectural Registration Boards (NCARB), No. 58913, 2004 – 2023

Leadership in Energy & Environmental Design Accredited Professional (LEED AP), No. 92736, 2003 – Present

Construction Specifications Institute (CSI); Construction Documents Technologist (CDT), 2000 – Present

Relevant Project Experience

- Kansas State University | Executive Director of Campus Planning & Project Management/University Architect | Manhattan, KS
- The University of Texas at San Antonio | University Architect | San Antonio, TX
  - Classroom Renovations
  - Guadalupe Hall Student Residence Hall
  - Large Scale Testing Laboratory
  - Mesquite Living Lab
  - UTSA 2019 Master Plan. Served the President, Provost, and CFO to update the UTSA Master Plan for the UT Board of Regents. The Master Plan won the 2020 SCUP Merit Award.
  - 2020 Small Scale Master Plans
  - Park West Fieldhouse
  - Roadrunner Athletic Center of Excellence
  - San Pedro I
  - Science & Engineering Building
  - Student Success Center
  - Southwest School of the Arts Launch
  - Transportation Building
- University of Kansas Medical Center | Senior Architect/Project Manager | Kansas City, KS
- Johnson County Community College | Overland Park, KS
  - Agricultural Learning Shed | $500K
  - Billington Library | $1M
  - Observatory – Feasibility Study | $500K
  - Olathe Health Education Center | $15M
- University of Kansas Medical Center | Kansas City, KS
  - Cambridge Garage & Electrical Room Renovation | $500K
  - Delp Loading Dock Renovation | $500K
  - Wahl Annex Renovation | $1M | 50,000 SF
  - Wahl-Hixon Laboratory Renovation/Addition | $25M | 150,000 SF
- Johnson County Community College | Adjunct Architecture Professor | Overland Park, KS

Austin, TX (Headquarters)

College Station, TX

Dallas / Ft. Worth, TX

El Paso, TX

Hattiesburg, MS

Houston, TX

McAllen, TX

Tupelo, MS

San Antonio, TX

Washington, DC

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THE BROADDUS COMPANIES

We exist to advocate for owners and
dramatically improve the building process

BROWNSTONE CONSULTANTS

THE CITY OF EDINBURG TEXAS

Sealed Proposal for 2024 Project Management Services

RFQ No: 2024-1

Project Management Services / Construction Management Services

Opening Date:

Tuesday, December 12, 2023 Opening Time 3:00 pm

BROWNSTONE CONSULTANTS

"Empowering Excellence Through Service"

December 12, 2023

Mardoqueo Hinojosa, P.E.
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Re: Transmittal Letter for Request for Qualifications No: 2024 – 1 for Project Management Services

Dear Mr. Hinojosa,

We are pleased to submit our statement of qualifications to serve the City of Edinburg for Project Management Services. This letter indicates our interest and commitment to providing the City of Edinburg with proven management support in a manner that fully meets your unique needs. I will be the primary point of contact for all correspondence and communications pertaining to the RFQ and David Chacon will be the secondary point of contact. In addition, we have received all addenda, and their content has been considered and included in our response.

Our mission at Brownstone is to lead with unwavering commitment to customer service. We prioritize the fusion of leadership, trust, and competency to deliver superior results. We strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity. Our dedication lies in surpassing client expectations, fostering lasting relationships, and creating a legacy built on reliability and excellence in every project we undertake.

Brownstone has extensive experience managing capital improvement projects in South Texas for municipalities, counties, K-12 school districts, and non-profit organizations. This experience makes us well-suited to provide the scope of services outlined in the RFQ. Our response will detail our methodology, best practices, and provide the context of their value to the City of Edinburg.

We take pride in our ability to deliver the highest level of service to our clients, and we understand the importance of dependability in building long-lasting relationships. Our team is dedicated to ensuring that your needs are met with the utmost care and attention to detail. We believe that our commitment to excellence sets us apart from the competition, and we look forward to the opportunity to serve you.

Sincerely,

Carlos Del Angel, CCM, PMP
Managing Partner
carlos@bstone.biz
Brownstone Consultants, LLC
(956) 802-9979

David Chacon, PE, CCM, CFM
Director of CEI Services
david@bstone.biz
Brownstone Consultants, LLC
(956) 429-9033

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PROPOSAL

- Overall Qualifications of Team
- Previous Experience with the City of Edinburg
- Ability to Meet Schedules & Deadlines
- Stability and References

REQUIRED DOCUMENTS APPENDICES (Not to be included in the 30 page limit)

- Professional Certifications & Licenses
- Conflict of Interest
- General Questionnare
- Litigation Disclosure Form
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- The City of Edinburg Non-collusion Affidavit
- Certificate of Interested Parties (Form 1295)
- Professional Services Agreement Form

OVERALL QUALIFICATIONS OF TEAM

Overall Qualifications of the Team

Firm Experience & History

Brownstone Consultants, LLC (Brownstone) is a McAllen, Texas based, minority owned (ESBE, HABE, MBE, SBE, WBE) project management firm established in 2019. Our team is staffed with project management professionals (PMP), construction management professionals (CCM), civil engineers (PE), and registered architects (AIA) that have the technical expertise and industry experience to deliver the scope of services identified on a project-by-project basis. Furthermore, we understand these projects may include, but are not limited to, alterations and additions to existing facilities, renovations, site improvements, new construction, facility demolition, utility upgrade and improvements, electrical system upgrades, mechanical system upgrades, and plumbing system upgrades. ***Brownstone was developed to serve Owner's and we strive to cultivate trust through transparent communication, lead with innovation, and uphold the highest standards of integrity.***

Historically Underutilized Business (HUB) Certification Number – 222127710 (Expires 12/2024)

- WBE - Woman Business Enterprise
- SBE – Small Business Enterprise
- MBE – Minority Business Enterprise
- HABE – Hispanic American Business Enterprise
- ESBE – Emerging Small Business Enterprise

Brownstone has provided exceptional project management services since its inception and its staff has 100 years of combined experience in the management, oversight, and construction administration of local, state, and federally funded capital improvement projects. Offering a diverse set of services, our team has grown by providing experienced professionals and creative solutions on a variety of projects. Below is a summary of recently completed projects and projects currently in progress. ***All projects listed in the table were performed for local governmental agencies over the last two years.***

Services	Project Type	Construction Cost:
Project & Construction Management	Local Government Facilities & Infrastructure	$112M
	Water/Wastewater Infrastructure	$40M
	Broadband	$58M
	Bridge & Roadway	$68M
	TOTAL:	**$278M**

***Please refer to section 2 – Previous Experience with the City for a complete list of projects.**

We feel we are uniquely qualified to best perform the scope of services outlined for the City of Edinburg because we are:

- skilled in managing complex, multi-agency construction projects through all phases of project development.

- Proactive management approach focused on communication. This allows us to address minor issues and resolve them before they become problems.
- registered engineering firm with the state of Texas (Firm No.23250)
- Understand the requirements of working with local governmental agencies.
- Versed in financial compliance when using federal or state funds (TxDOT, TWDB, ARPA, FHWA, etc.)
- Understand how to access various funding mechanisms at the local, state, and federal levels.
- Understand both traditional and alternate delivery methods including CMAR and Design-Build.
- Have a strong local presence.
- Statewide Network of specialty sub-consultants including parking garage specialists, commissioning, safety, estimators, schedulers, etc.
- Knowledge of the region, including ongoing projects within the City of Edinburg.
- Cultivated a culture that adheres to our core values of trust, integrity, and leadership.
- Locally owned and staffed. Many staff members are products of UTRGV.
- Have successfully executed various types of construction projects including vertical, infrastructure, heavy civil, land development, and turnkey city-wide broadband.
- Staffed with multi-disciplined professionals.
    - Project Management Professionals (PMP)
    - Certified Construction Managers (CCM)
    - Professional Engineers (PE)
    - Registered Architects (AIA)
    - Certified Floodplain Manager (CFM)

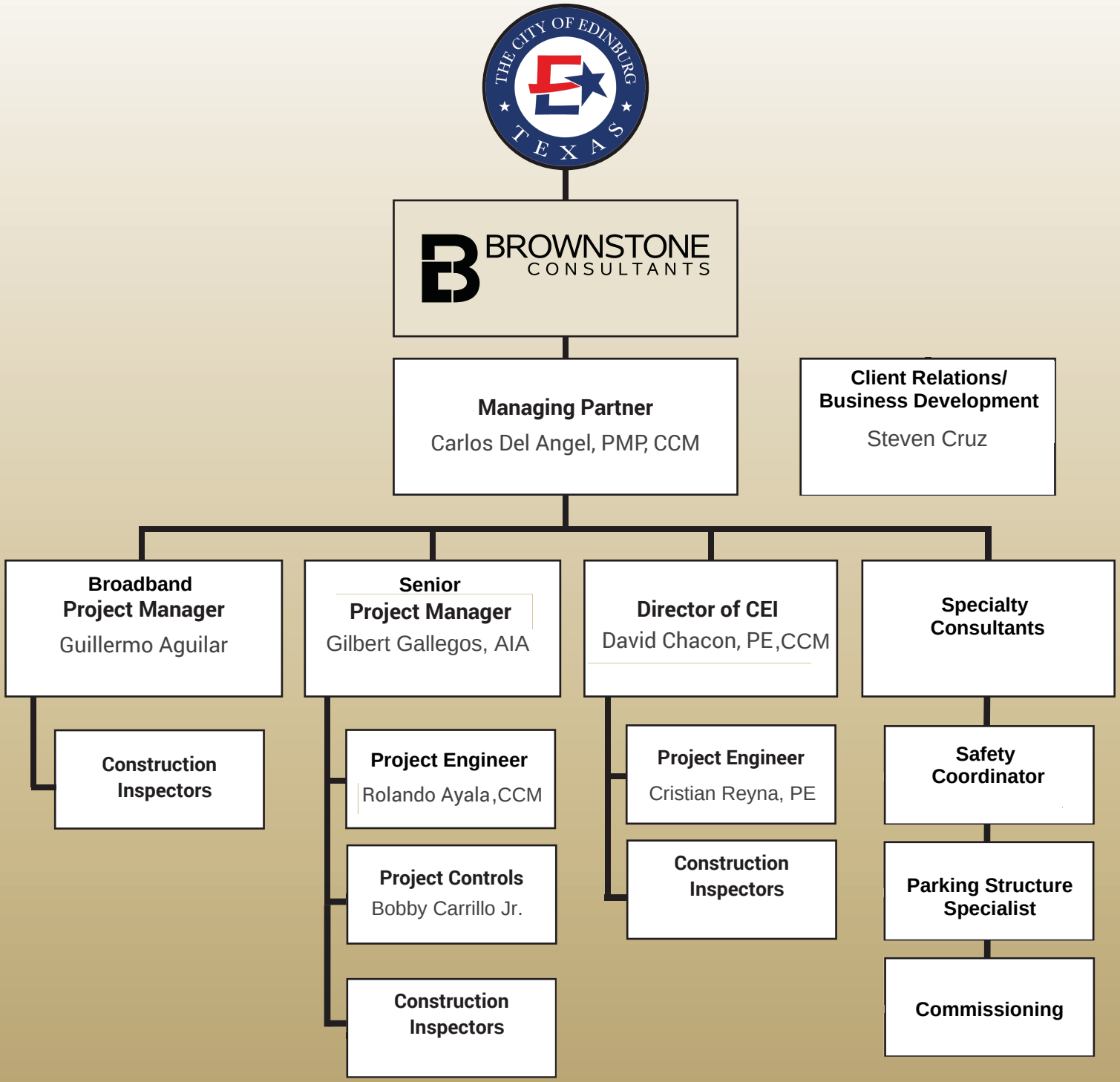
Office Location & Small Assignment Staffing Needs

All services provided for this assignment will be handled out of our McAllen, Texas office location. Our office is centrally located at 2205 N Jackson Rd, McAllen, TX 78501. From this location, we are able to respond to city requests quickly, attend to any issues that arise in the field, and attend in-person meetings on short notice.

Brownstone is staffed with multi-disciplined professionals in both the design and construction of vertical and horizontal projects. We are a boutique firm ***that is both agile and versatile and can assist the city in staff augmentation when needed for any sized project***. In addition to the accreditations and certifications that our staff holds, below are the roles the Brownstone can fulfill to augment the City of Edinburg's staff.

- Registered Architect
- Professional Construction Engineer
- Professional Transportation Engineer
- Sr. Project Manager
- Project Manager
- Assistant Project Manager
- Sr. Construction Inspector
- Construction Inspector
- Project Control Specialist
- Licensed Unmanned Aircraft Systems (UAS/Drone) Pilot
- Utility Coordinator
- Safety Coordinator
- Administrative Support

Brownstone Team Organizational Chart:



JUAN CARLOS DEL ANGEL, PMP, CCM

Managing Partner

Years of Experience	Education	Certifications
Total: 21	**Bachelor of Science, Construction Science**	**Project Management Professional (PMP)**
	Texas A&M University	**Certified Construction Manager (CCM)**

Mr. Del Angel brings more than 20 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $100M in the public, industrial, and multi- family sectors. His strengths include project planning and scheduling, budget development, verification and gap identification, and quality audits to enhance project efficiency and reduce duration. Mr. Del Angel completed his studies at Texas A&M University with a B.S. in Construction Science and a minor in Business.

Relevant Project Experience

- ***Hidalgo County | CDBG-CV Health Facility Improvements | $7M | Edinburg, TX***
- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***Hidalgo County | Hidalgo County Courthouse Phase II | $10M | Edinburg, TX***
- ***Hidalgo County Drainage District No. 1 | 2018 Drainage Bond Program | $190M | Hidalgo County TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP15) Pharr International Bridge Upgrades | $8.2M | Pharr, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***

GILBERT GALLEGOS, AIA

Senior Project Manager

Years of Experience
Total: 45

Education
Bachelor of Science. Environmental Design
Texas A&M University

Certifications
State of Texas Registered Architect #12864

Mr. Gallegos brings 45 years of construction and project management experience to the team with an emphasis on project administration and delivery. Throughout his project management career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully managing programs over $1B in the public, industrial, and multi-family sectors. His strengths include strategic initiatives, project planning, design, coordination of projects, and providing leadership for Owners through the entire project development process.

Relevant Project Experience

- ***City of Edinburg Downtown Revitalization Plan | Edinburg, TX***
- ***Edinburg Consolidated Independent School District Bond Program | $112M | Edinburg, TX]***
- ***South Texas Community College (Two Bond Programs) | $259.8M | Rio Grande Valley***
- ***City of McAllen Convention Center | $50M McAllen, TX***
- ***Texas Southmost College | $68M | Brownsville, TX***
- ***Congress Center 11 Story Parking Garage | $15.5M | Austin, TX***
- ***The University of Texas RGV (Edinbug Campus) Various Projects | $86.6M | Edinburg, TX***
- ***Roma Independent School District, Elementary #7 | $19.7 | Roma, TX***
- ***Tropical Texas Behavioral Clinic, Various Projects | $22.2M | Edinburg, TX***
- ***Workforce Solutions, One-Stop Centers Various Location | Edinburg, TX $15M***

GUILLERMO AGUILAR

Project Manager

Years of Experience
Total: 20

Education
Bachelor of Arts, International Studies
Texas A&M University

Mr. Mr. Aguilar brings more than 20 years of project management experience to the team with an emphasis on project administration and operations. Throughout his project management and construction career, he has overseen all phases of construction & infrastructure projects in both public and private sectors. He has worked closely with various clients, successfully completing projects more than $90M in the public, industrial, and multi-family sectors. His strengths include project planning and scheduling, document control, value engineering, operational oversight, and subcontractor relationship management.

Relevant Project Experience

- ***City of Pharr | CMAR Program | $19M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $3.4M | Pharr, TX***

DAVID M. CHACÓN, PE, CCM, CFM

Director of CEI

Years of Experience
Total: 9

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Professional Engineer (P.E.)
Certified Construction Manager (CCM)
Certified Floodplain Manager (CFM)

Mr. Chacón is the Director of the Construction Engineering & Inspections (CEI) Department. He has over 9 years of experience in construction engineering, project management and structural and civil design. His professional experience includes overseeing all phases of construction and infrastructure projects in both public and private sectors. He has participated as a project manager in various public, infrastructure, industrial, commercial, and multi-family projects with values of up to $80M. His experience includes project planning, management, engineering design, technical review, quality assurance and construction oversight. Mr. Chacón completed his studies at the University of Texas Rio Grande Valley with a Bachelor of Science in Civil Engineering and earned his Professional Engineer (P.E.) license thereafter.

Relevant Project Experience

- ***Hidalgo County | El Paraiso Project | $8.9M | Alton, TX***
- ***City of Pharr | Pharr International Bridge Expansion Project | $68M | Pharr, TX***
- ***City of Pharr | Donations Acceptance Program (DAP16) Pharr International Bridge Upgrades | $42M | Pharr, TX***
- ***City of Pharr | Fire Station No. 1 | $6M | Pharr, TX***
- ***TxDOT/GSA | Border Safety Inspection Facility | $28M | Pharr, TX***
- ***TxDOT/City of Pharr | Pharr International Bridge Northbound Lane & 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***TxDOT | US-83 Relief Route Phase I | $80M | La Joya, TX***
- ***Rio Hondo Independent School District | Rio Hondo Middle School | $20M | Rio Hondo, TX***
- ***South Texas Health System | McAllen Medical Center | $40M | McAllen, TX***

ROLANDO AYALA

Project Engineer

Years of Experience
Total: 5

Education
Bachelor of Science, Civil Engineering,
University of Texas RGV

Certifications
Certified Construction Manager (CCM)

Mr. Rolando Ayala is an accomplished and results-driven project manager with more than 5 years of experience in the project management, construction, and supervision of private and public multi-million-dollar projects. Dedicated, time-line driven employee with a proven ability to successfully manage simultaneous projects. I bring forth expertise in building requirements, inspections, regulations, and quality control management for every project

Relevant Project Experience

- ***City of Pharr | 2nd BSIF Exit | $7.4M | Pharr, TX***
- ***City of Pharr | TEAMPHARR.NET | $54M | Pharr, TX***
- ***UTRGV/City of Pharr | Aquatic Center | $23M | Pharr, TX***
- ***City of Pharr | Northside Community Center, Amphitheater, & French Park | $7.5M | Pharr, TX***
- ***City of Pharr | City Hall First Floor Renovation | $68M | Pharr, TX***
- ***UTRGV | Nursing Center | $9M | 60,000 SF | Pharr, TX***
- ***Harlingen CISD | Treasure Hills Elementary Phase II | $8M | Harlingen, TX***
- ***City of Brownsville/SPI International Airport Hangar | $1.8M | Brownsville, TX***

PREVIOUS EXPERIENCE WITH THE CITY OF EDINBURG

Although Brownstone Consultants has not worked directly with the City of Edinburg, some of our senior staff members have extensive experience working inside the Edinburg City limits. Their expertise in this area can be attributed to their involvement in various projects that required them to work closely with stakeholders from the City of Edinburg. As a result, our team has gained a deep understanding of the unique challenges and opportunities that the City of Edinburg faces and is well-equipped to provide innovative solutions to address them. Please refer to the list below for the projects our staff has worked on.

- ***City of Edinburg Downtown Revitalization Plan***
- ***Edinburg Consolidated Independent School District Bond Program***
- ***The University of Texas RGV (Edinbug Campus) Various Projects***
- ***Tropical Texas Behavioral Clinic, Various Projects***
- ***Workforce Solutions, One-Stop Centers Various Location***
- ***Hidalgo County | CDBG-CV Health Facility Improvements***
- ***Hidalgo County | Hidalgo County Courthouse Phase II***

In addition to our team's extensive experience working with stakeholders from the City of Edinburg, we have also collaborated with various municipalities and government agencies on a range of projects. Our team has worked on projects related to infrastructure development, community engagement initiatives, health clinics, educational facilities, and public sector reforms, among others. Please refer to the list below for some of our recent projects with local municipalities and government agencies.

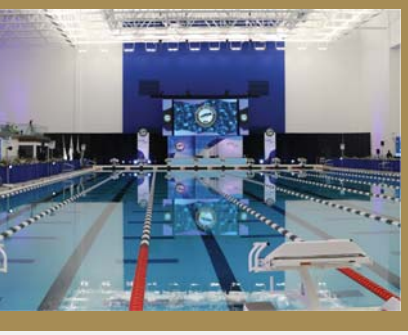
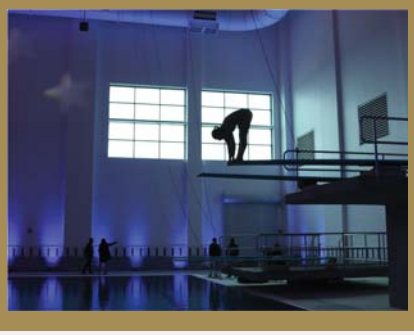
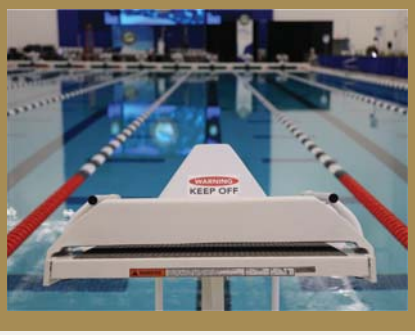
"Empowering Excellence Through Service"

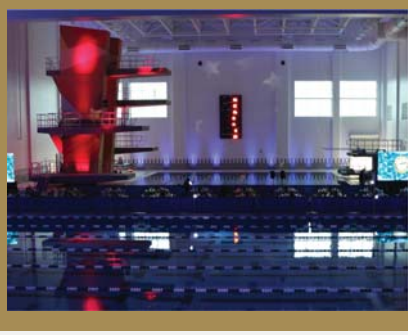
City of Pharr / UTRGV Natatorium

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $25.0M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**



City of Pharr 1st Floor Renovation

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of their new 1st floor renovation. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $2.3M

Reference: City of Pharr – **Mr. Ed Wylie**, *City Manager* – **Phone: (956) 402-4000**

TeamPharr.net City-Wide Fiber Optic Distribution Project

Scope: Brownstone has worked with the City of Pharr on a master fiber-optic network plan encompassing the entire municipality. The network consists of an 8-mile 432 strand fiber core and an additional 650 miles of distribution and fabric which will deliver a minimum of 1gb speed to all subscribers.

Construction Cost: $54.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: City Manager

Phone: (956) 402-4000

FY15 DAP Port of Entry North Bound Lane Expansion

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. Along with the standard CM scope, Brownstone was tasked with stakeholder management, and developing and implementing the communication plan. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: City Manager

Phone: (956) 402-4000

Hidalgo County / CDBG-CV Health Facility Improvements

Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**

Title: Chief Administrative Officer

Phone: (956) 318-2426

Hidalgo County / Courthouse Phase II Project

Scope: Brownstone was contracted by Hidalgo County to serve as a Construction Manager (CM) to oversee the design and construction of the Courthouse Phase II project which includes the demolition of the existing courthouse, construction of a new ground-level parking facility, construction of a new pedestrian park and plaza (Meander), and modifications to the existing modular buildings

Construction Cost: $10.0M

Reference: Hidalgo County Executive Office, **Mr. Roy Quintanilha**

Phone: (956) 292-7655 ext. 5614

Hidalgo County / El Paraiso Health Clinic and Community Resource Center (CRC)

Scope: Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 8,000-square-foot Health Clinic and a 5,300-square-foot Community Resource Center. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, and coordination of all special consultants and vendors.

Construction Cost: $7.0M

Reference: Hidalgo County Health Department **Mr. Eddie Olivarez**

Title: Chief Administrative Officer

Phone: (956) 318-2426

City of Pharr/ Pharr One Building

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $8.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / TWDB 2020 CWSRF & DWSRF Program

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of multiple water/wastewater projects within the 2020 TWDB CWSRF/DWSRF program. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $40.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / International Bridge Expansion Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the construction and assist in the development of the design documents of a new 1.35-mile-long international bridge. Brownstone was tasked with stakeholder management, interagency coordination, budget and schedule review, design document review, and quantities verification during the design phase. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), Federal Highway Administration (FHWA), United States Coast Guards (USCG), International Boundary and Water Commission (IBWC), Texas Historic Commission (THC), and the City of Pharr are involved in this multi-agency project.

Construction Cost: $54.5M

Reference: City of Pharr **Ms. Anali Alanis**

Title: CInterim City Manager

Phone: (956) 402-4000

City of Pharr / FY16 DAP Port of Entry Inspection Facilities

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of this multi-agency infrastructure project. The project consists of horizontal and vertical infrastructure inside the federal port of entry. Texas Department of Transportation (TxDOT), General Services Administration (GSA), Customs and Border Protection (CBP), and the City of Pharr were all involved in this multi-agency project.

Construction Cost: $44.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

City of Pharr / Fire Station No. 1 Project

Scope: Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot fire station. Brownstone was tasked with the management of the design team, conducting value-engineering workshops, utility relocation coordination, construction contract administration, change order management, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Construction Cost: $6.0M

Reference: City of Pharr **Mr. Ed Wylie**

Title: Deputy City Manager

Phone: (956) 402-4000

ABILITY TO MEET SCHEDULES AND DEADLINES

Effectively managing time is crucial for high-performance teams to complete their tasks. As a project manager or team leader, it is essential to adopt time and scheduling strategies that help you meet deadlines and deliver projects on time. You can start by analyzing your thought process, behavior, and interactions with the team to determine which strategies to choose.

Here are some ways that **Brownstone Consultants** can help you manage your time and schedule:

1. Develop a clear project plan
Creating a clear and organized project plan or schedule is one of the most important considerations for effective time management. A precise and well-structured activity plan allows you to visualize the entire timeline of a project and better understand what's necessary for its completion. Brownstone Consultants can help you develop a project plan that outlines all individual tasks, stages, milestones, and deadlines.

2. Learn to communicate effectively with stakeholders
Effective communication is vital for successful project management. Brownstone Consultants can help you establish communication channels that work best for sharing updates, making decisions, and asking for feedback from project stakeholders.

3. Delegate tasks
Delegating tasks to team members is an effective way to manage time. Brownstone Consultants can help you assign tasks to team members based on their skills and capacity. To do this effectively, it's important to use a reporting and progress tracking system that shows who can take on more tasks and what may be lacking.

4. Allow flexibility in your project schedule
Remaining flexible is essential when managing a project. By allowing for flexibility, you can quickly analyze and address any unforeseen issues that arise throughout the duration of a project without extending your deadlines.

5. Determine the duration of each task
Setting a time limit for each task for which your team is responsible can help manage everyone's time during a project. However, it's vital to ensure that you don't engage in means and methods of the contractor's responsibility.

6. Use time and web-based information management tools
Time and web-based information management tools are helpful software programs and systems that simplify communication, information sharing, and file sharing during a project. Brownstone Consultants is familiar with different schedule platforms such as Primavera P6 scheduling software, owner-focused web-based information management systems, and contractor-based construction-taking systems such as Procore.

7. Prioritize tasks
Assigning priorities to assignments is a vital part of effective time management. Brownstone Consultants can help you determine the connections between tasks and prioritize assignments accordingly.

8. Regularly review progress
Reviewing the work that you and your team did at the end of each day, week, or month is crucial for effective time management. Brownstone Consultants can help you identify areas of strengths and weaknesses and prioritize incomplete tasks to ensure that the team completes them on time.

By adopting these time and scheduling strategies, you can effectively manage your time and deliver projects on time work that you and your team did to push the project forward. Focus on the things that went well and identify if there were any weaknesses that you can address before the next project cycle. If you notice that there are any incomplete tasks in the team's queue, you can prioritize them to make sure the team completes them on time.

STABILITY AND REFERENCES

References

Project: Hidalgo County CDBG – CV Health Facility Improvements
Brownstone was contracted by Hidalgo County as Construction Manager (CM) to oversee the design and construction of a new 10,000-square-foot Bio-Safety Lab. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo
(956) 383-3112

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Bobby Carrillo – Project Control Specialist

Project: City of Pharr / UTRGV Natatorium
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new 72,796-square-foot aquatic facility. Brownstone was tasked with the management of the design team, procurement of the contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Dr. Ambrosio "Amos" Hernandez
Mayor
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

Project: Pharr One
Brownstone was contracted by the City of Pharr as Construction Manager (CM) to oversee the design and construction of a new multi-purpose facility. The facility consists of a French garden with a reflection pool, a 12,990 SF facility including computer labs and a lecture hall, and an amphitheater. Brownstone was tasked with the management of the design team, procurement of the CMAR contractor, conducting value-engineering workshops, construction contract administration, change order management, daily site inspections, facilitating regular project meetings, and coordination of all specialty consultants and vendors.

Owner
Ed Wylie
Interim City Manager
City of Pharr
(956) 402-4100

Roles
Carlos Del Angel, PMP, CCM – Sr. Project Manager
Guillermo Aguilar – Project Manager
Rolando Ayala – Project Engineer

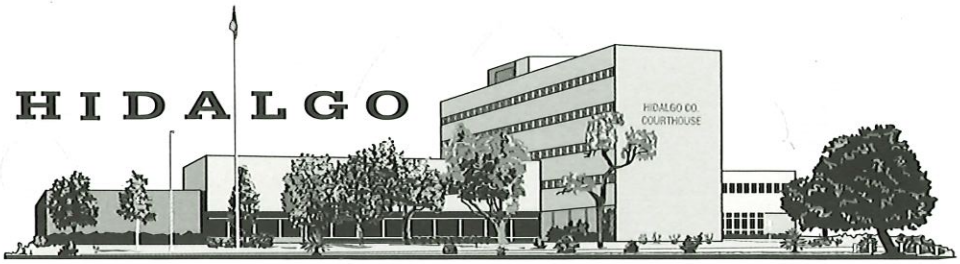
Reference Letters

We have attached reference letters for the three projects aforementioned.

Past Project with the City, or within the City of Edinburg

- City of Edinburg Downtown Revitalization Plan – Gilbert Gallegos, AIA
- Edinburg Consolidated Independent School District Bond Program – Gilbert Gallegos, AIA
- The University of Texas RGV (Edinburg Campus) Various Projects – Gilbert Gallegos, AIA
- Tropical Texas Behavioral Clinic, Various Projects – Gilbert Gallegos, AIA , David Chacon, PE
- Hidalgo County | CDBG-CV Health Facility Improvements - Carlos Del Angel, PMP, CCM, Bobby Carrillo
- Hidalgo County | Hidalgo County Courthouse Phase II - Carlos Del Angel, PMP, CCM, Bobby Carrillo, David Chacon, PE, CCM , CFM, Rolando Ayala, CCM

COUNTY of HIDALGO
ELLIE TORRES
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

December 11, 2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Hidalgo County / Urban County CDBG-CV Health Facility Improvements (Bio-Safety Lab Project)

Dear Mr. Del Angel,

I wanted to take a moment to express my sincere thanks for the exceptional work you and Brownstone Consultants performed on the Bio-Safety Lab project. Your contributions were instrumental in helping us navigate the complexities of the project and ensuring that all regulations were complied with.

I particularly appreciate the following:

- Your guidance in the decision-making process helped us stay on track and make informed choices.
- Your recommendations regarding the structural canopies, which are allowing us to resolve this issue without further delaying the project.
- Your commitment to ensuring that the project remained compliant with all regulations and that the County's ARPA funds were used appropriately.

The Bio-Safety Lab will have a significant impact on the residents of Hidalgo County, and we are grateful for your dedication and professionalism throughout this effort. We look forward to the opportunity to work with you again.

Respectfully submitted,

Ellie Torres

Hon. Ellie Torres
Commissioner Precinct 4
County of Hidalgo

February 24, 2022

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: City of Pharr / UTRGV Natatorium Project

Mr. Del Angel,

Through this letter, thank you for your work and dedication in completing the Natatorium Project. You and your team demonstrated high professionalism throughout the project, especially in assisting the City of Pharr in completing the project in time to host the State of City address.

Moreover, I want to highlight your exceptional leadership in the change management process and managing contingency expenditure funds. Your ability to navigate and resolve unexpected issues while keeping the project on track and within budget is truly commendable. Your team's efforts in ensuring timely and efficient implementation of change requests were much appreciated and helped us achieve our goals.

Thank you again for your hard work and dedication to this project, and we look forward to working with you on future projects.

Respectfully Submitted,

Dr. Ambrosio “Amos” Hernandez
Mayor
City of Pharr

August 09,2023

Mr. Carlos Del Angel, PMP, CCM
Sr. Project Manager
Brownstone Consultants, LLC
P.O. Box 3898
McAllen, TX 78505

Re: Pharr One Project

Mr. Del Angel,

I am pleased to write this letter of reference for Brownstone Consultants, LLC. Brownstone helped us manage the design and construction of our new Pharr One facility, which is a remarkable addition to the Pharr community. It is designed to provide residents with a unique outdoor gathering space and a state-of-the-art learning facility. The facility boasts a stunning French garden with a reflection pool and an outdoor amphitheater for performances and events.

Mr. Del Angel and his staff helped the City navigate several issues, including COVID-19 pandemic-related supply chain problems that were beyond the control of any team members. Although these supply chain issues delayed the project, Brownstone kept the project on budget and negotiated no additional general condition fees from the contractor.

Brownstone also assisted the City throughout the warranty period, tracking warranty items for timely resolution and conducting six- and eleven-month warranty walkthroughs to ensure outstanding warranty items were addressed before the warranty expiration date.

Thank you for your exceptional work and commitment to this project. We appreciate the dedication and professionalism that Brownstone Consultants, LLC brought to this effort. We look forward to the opportunity to work with you again in the future.

Respectfully Submitted,

Mr. Ed Wylie
Deputy City Manager
City of Pharr

REQUIRED DOCUMENTS
APPENDICES

Project Management Institute

THIS IS TO CERTIFY THAT

Juan C. Del Angel

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Tharp | Chair, Board of Directors

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 19 69 PENNSYLVANIA

Pierre Le Manh | President & CEO

PMP® Number: 1960290

PMP® Original Grant Date: 08 September 2016

PMP® Expiration Date: 08 September 2025

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Juan Del Angel

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

25323

CMCI #

D.J. Mason III

CMCI Board of Governors Chair

October 2021

Certification Date

October 2024

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Carlos Del Angel

has successfully completed

Local Government Project Procedures Qualification
#72741

Pharr , TX
July 17-18, 2019
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Gilbert Gallegos

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

DATED OCTOBER 2, 2007

PRESIDENT

SECRETARY

The Construction Manager Certification Institute

CCM

Certified Construction Manager

David Chacon

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

29633

CMCI #

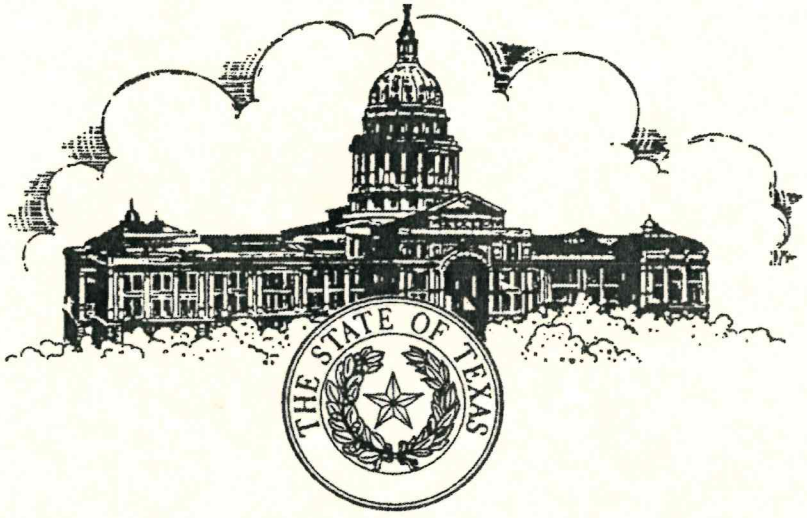
CMCI Board of Governors Chair

May 2022

Certification Date

May 2025

Valid Through



David Marcelo Chacon

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

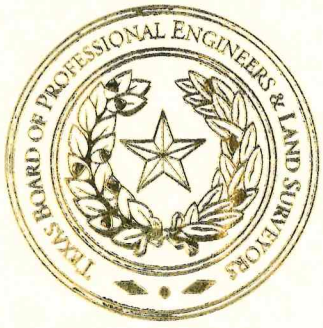
IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

IN WITNESS WHEREOF,

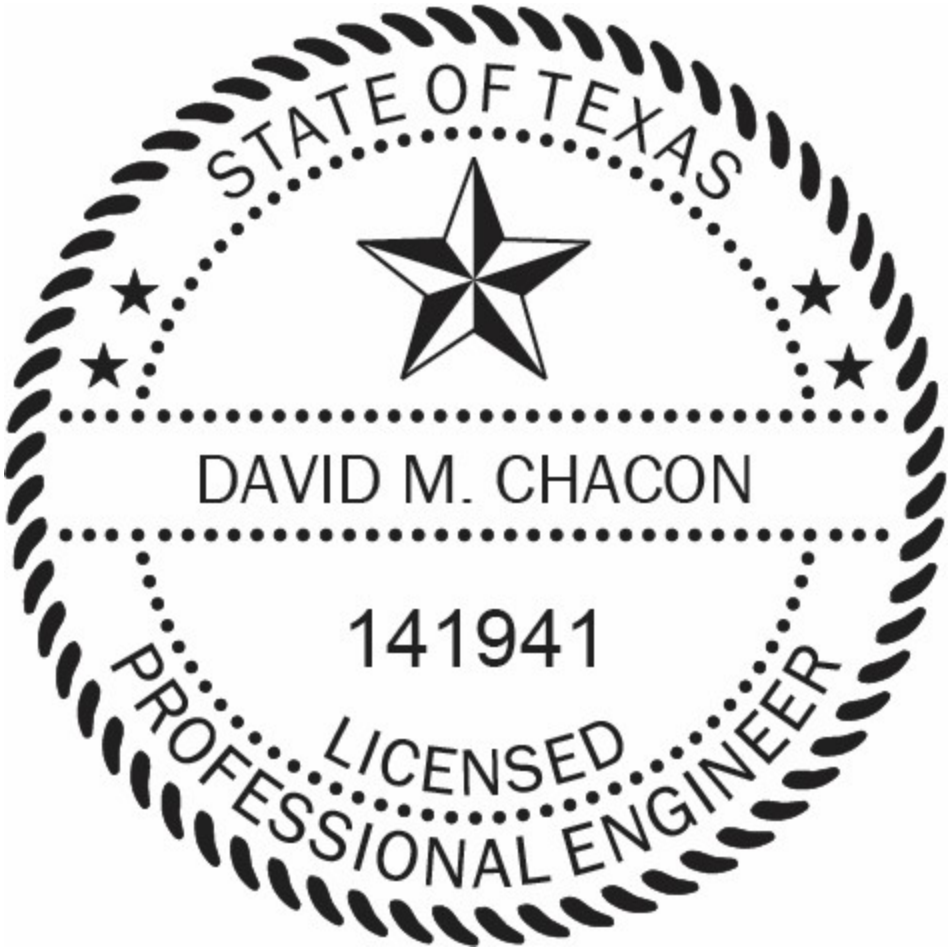
We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 2nd day of August, 2021.



Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Rolando Rubiano, P.E., Board Secretary

SERIAL NUMBER **141941**


STATE OF TEXAS
DAVID M. CHACON
141941
LICENSED
PROFESSIONAL ENGINEER

THE ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.
AND
TEXAS FLOODPLAIN MANAGEMENT ASSOCIATION

HEREBY RECOGNIZES

David Marcelo Chacon

AS A NATIONALLY ACCREDITED

CERTIFIED FLOODPLAIN MANAGER

For meeting criteria in the area of experience, references, education and training in floodplain management and hazard mitigation. This CFM has passed the Texas National CFM exam which exhibits competency with the basic principles of sound floodplain management as mandated by the National Flood Insurance Program.

CERTIFICATION # 4438-23N

ISSUED: March 2023

Stephanie W. Griffin

Stephanie Griffin, CFM
2023-2025 TFMA President

Wes Birdwell, CFM
TFMA Executive Director

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

David Chacon

has successfully completed

Local Government Project Procedures Qualification
#85056

VIR , TX
November 17-18, 2021
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

TxLTAP

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

The Construction Manager Certification Institute

CCM®

Certified Construction Manager

Rolando Ayala

has voluntarily met the prescribed criteria of the CCM program with regard to formal education, practical experience and demonstrated capability and understanding of the construction management body of knowledge. The aforementioned individual has met the professional standards and demonstrated a commitment to providing the highest level of quality professional construction management services.

28281

CMCI #

CMCI Board of Governors Chair

September 2022

Certification Date

September 2025

Valid Through

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Rolando Ayala

has successfully completed

Local Government Project Procedures Qualification #85073

VIR , TX
July 13-14, 2022
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

- TxLTAP -

Ernesto Carrizal -Instructor

Cassandra Smith, Executive Director

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Brownstone Consultants, LLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-23250

Expiration Date
2/28/2024

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: Brownstone Consultants, LLC

Printed Name and Title: Juan Carlos Del Angel, Managing Partner

Authorized Signatory: Juan Carlos Del Angel

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Brownstone Consultants, LLC
(Full, correct legal name)

- Address: 2205 N Jackson Rd, McAllen, Texas, 78501
- Telephone/Fax: 956-307-3057
- Email address: carlos@bstone.biz

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? McAllen,Texas

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. _____

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: Juan Carlos Del Angel
Address: 2205 N Jackson Rd. McAllen, Tx, 78503
Telephone: 956-307-3057
Fax: N/A
Email: carlos@bstone.biz

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, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, 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:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, 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:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Juan Carlos Del Angel, the undersigned representative of

Brownstone Consultants, 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:

Juan Carlos Del Angel, Managing Partner

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Carlos Del Angel, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Brownstone Consultants, 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 Managing Partner

Subscribed and sworn to me this 1st day of December 2023.

By: Martha Infante

Notary Public

MARTHA INFANTE
My Notary ID # 124744214
Expires December 1, 2023

My commission expires 12-01-23

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.**

Brownstone Consultants, 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.**

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.

2023

Building Transportation Infrastructure, Inc. d/b/a BTI, Inc.

City of Edinburg Request for Qualifications: RFQ No. 2024-01 Project Management Services Pool ; Opening Date: Tuesday, December 12, 2023; Opening Time: 3:00 p.m.

Jose F. Torres, P.E. d/b/a BTI, Inc.
4900 W. Exp 83 Suite 245 McAllen, Tx 78501
12/11/2023

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BTI Inc.

Consulting Civil Engineers

Executive Summary

December 12, 2023

City of Edinburg Engineering Department
Att: Mr. Mardoqueo Hinojosa, City Engineer
415 West University Drive
Edinburgh, Texas 78539

Re.: City of Edinburg
Request for Qualifications: "Project Management Services Pool"
(Including all funding sources, programs, and entities)
RFQ No: 2024-01

Dear Mr. Hinojosa:

We at BTI, Inc are excited to offer our construction and/or project management services to you and would like to present our Statement of Qualifications for your consideration. As a local engineering firm, we prioritize building strong relationships with our clients and delivering exceptional services. Our approach emphasizes quality, cost-effectiveness, and prompt planning, design, and construction. We have extensive experience in parcel research, parcel surveys, roadway design, project management, and utility coordination and relocation, and are committed to maintaining good working relationships with our clients to ensure successful project completion.

If selected, we will evaluate the current proposed infrastructure, existing infrastructure, and long-range infrastructure with our expertise in government and political relations and technical knowledge in this area. We will assess all important subject matters within the project(s) and develop strategic and executable solutions. We will prioritize the subject matters based on the required federal and local criteria, as well as identify any potential issues that could hinder the project, such as significant row requirements, complex permit requirements, or utility conflicts, and work to tackle and resolve those issues on behalf of the county.

Our senior management team has extensive experience planning, programming, designing, and reviewing multi-million-dollar infrastructure projects, including minor roadways, major roadways, and freeway projects, such as rehabilitation, reconstruction/widening, at-grade and multi-level interchanges, and new location roadways. With 20 years of direct experience working at TxDOT and multiple TxDOT experiences as an engineer plan designer/reviewer, our management team has in-depth knowledge of TxDOT and Federal Highway Administration (FHWA) requirements for transportation projects. Additionally, our experience in project management and roadway construction

inspection includes projects throughout various counties in South Texas. We also have in-depth knowledge and technical experience in managing various drainage projects, including regional watersheds, and have coordinated with a variety of municipal entities, private utility companies, and state and federal agencies.

BTI, Inc is committed to providing the services required by the City of Edinburg, and I, Jose F. Torres, P.E., will personally oversee all documents related to this proposal. Attached, you will find our Statement of Qualifications proposal, which provides further information about how we can support the city in achieving its goals.

Thank you for considering our proposal. We are excited to work with the city and welcome any questions or comments you may have. Please feel free to contact me at any time at 956-537-4037 or email me at btijoet@gmail.com

Sincerely yours,

Jose F. Torres, P.E.

Jose F. Torres, P.E.
BTI Inc, Principal

SECTION I: UNDERSTANDING OF THE PROJECT

Building Transportation Infrastructure, Inc. dba BTI, Inc. is pleased to present our Statement of Qualifications to City of Edinburg for project management services. BTI, Inc. is a local engineering firm whose emphasis is providing exceptional services with close knit client relations. Our philosophy is one of quality cost effective and prompt planning, design, and construction. We have substantial experience with parcel research, parcel surveys, roadway design, project management and utility coordination along with the project's planning/programming funding. Our goal is to provide and maintain a good working relationship with our clients to ensure a successfully completed project.

We are pleased to submit our proposal for the project management services infrastructure projects in the City of Edinburg. As a civil engineering firm, we have extensive experience in designing and managing road infrastructure projects, and we are confident that we can deliver a successful project that meets the needs of the community, complies with local regulations, and addresses any local issues or concerns. BTI, Inc would evaluate and move forward for the City of Edinburg the current proposed infrastructure, existing infrastructure and the long-range infrastructure through our government and political relations and technical expertise in this area. Furthermore, we will evaluate all the most important subject matters within the project(s) and develop the strategic solution(s) that is executable and constructible. BTI, Inc will identify and prioritize the subject matters on the basis of the required federal and local criteria but will also identify those items that might hinder the project and need immediate attention such as significant row requirements, complex permit requirements, utility conflicts or other issues. On behalf of the City of Edinburg, BTI, Inc would tackle and resolve the pending issues listed below.

1. Project Needs: The roadway design and drainage design project aim to achieve the following needs:
2. Improve Traffic Flow: The project aims to reduce traffic congestion and improve traffic flow in the targeted areas by creating efficient road networks, reducing bottlenecks, and providing appropriate signage and markings.
3. Enhance Safety: The project aims to create safer roads for all users, including pedestrians and cyclists, by incorporating appropriate road design elements such as sidewalks, crosswalks, bike lanes, and street lighting.
4. Improve Connectivity: The project aims to enhance connectivity between different neighborhoods, districts, and cities by creating new roads, bridges, and interchanges that link the areas.
5. Minimize Environmental Impacts: The project seeks to minimize environmental impacts by ensuring that the design, construction, and operation of the roads are in compliance with local and federal regulations and using sustainable materials and practices.

Work Required: Our proposed approach to this project will involve the following key tasks:

1. Site Survey: Conduct a detailed site survey to identify any existing features such as topography, existing roads, buildings, utilities, and other infrastructure that could impact the road design and drainage systems.
2. Roadway Design: Develop a road design plan that incorporates the necessary elements, including lanes, bike lanes, sidewalks, and other features that meet the needs of the community.
3. Drainage Design: Develop a drainage plan that considers the topography of the area, the water table, and other factors that could impact the road's drainage system.
4. Environmental Impact Assessment: Conduct an environmental impact assessment to identify any potential environmental impacts and develop measures to minimize these impacts.
5. Permitting and Approval: Obtain the necessary permits and approvals from local and state authorities, including environmental permits, zoning permits, and building permits.
6. Construction: Manage the construction of the road and drainage systems to ensure that the project is completed on time, within budget, and to the required quality standards.

Local Issues and Concerns: We understand that there are several local issues and concerns that should be considered in this project, including:

1. Traffic Congestion: The project should consider the existing traffic patterns and volumes to develop a design that reduces congestion and improves traffic flow.
2. Environmental Concerns: The project should consider the potential environmental impacts of the road and drainage systems and develop measures to mitigate any adverse impacts.
3. Community Engagement: The project should engage with the local community to ensure that the road design meets their needs and concerns.
4. Utility Relocation: The project should consider the relocation of utilities, including gas, water, and electricity, which may be impacted by the construction of the road and drainage systems.

We believe that our team has the expertise, experience, and resources required to deliver a successful project management service that meets the needs of the community, complies with local regulations, and addresses any local issues or concerns. We look forward to discussing this proposal with you in more detail and are available to answer any questions you may have. Thank you for considering our proposal.

SECTION II: FIRM INFORMATION:
Section II (a)

Building Transportation Infrastructure dba BTI, Inc., is a civil engineering firm in McAllen, Texas. The firm began operating in January 2010. The firm is fully equipped to handle almost any civil engineering task with ease. As our resumes indicate, our team personnel have the project experience in this type of projects that would provide the ability to comprehend, analyze and conclude the best possible project approach that would lead us to a sound economical and feasible engineering solution. In the City of Edinburg roadway infrastructure projects with drainage difficulties the best approach is to analyze the existing hydraulic efficiency of the structure(s) and provide a list with several possible project solutions based on the hydraulic data that would then direct us to best the possible result based on the city's current criteria. BTI, Inc. is a local engineering firm that understands very well the local drainage issues and concerns of Hidalgo County. As our proposal indicates, we have the civil engineering hydraulic experience to help resolve any issue that pertains to the local drainage. Also, our past experience as former Texas Department of Transportation (TxDOT) employees has allowed us to comprehend the work that is required and provided us with the different alternatives to issues that might arise.

The principal founder of the firm is Jose F. Torres, P.E. Through his broad range of 30 years of civil engineer experience, he offers his clients a commitment of unsurpassed integrity, excellence, and client satisfaction. The firm's capabilities and diversity enable Building Transportation Infrastructure (BTI), Inc. to devote personal attention to every client. Mr. Torres has established an excellent reputation in meeting his clients' difficult schedules, and in assembling multidisciplinary project teams.

Mr. Jose F. Torres, P.E. is a long-time resident of the Rio Grande Valley. He is a former licensed engineer with the Texas Department of Transportation Pharr District (TxDOT). In 1993, he joined TxDOT as an Assistant Engineer in Hebbronville, Texas. During this time, he also worked in various capacities throughout the TxDOT Pharr District and in 1997 he transferred to the Pharr District Plan Design/Review Section. Throughout this period, he reviewed many multi-million-dollar infrastructure projects. These included minor roadway, major roadway and freeway projects such as the following: rehabilitation, reconstruction / widening, at-grade and multi-level interchanges, new location, and design-build toll roads. With over 18 years direct experience working at TxDOT, as well as his multi-project TxDOT experience as an engineer plan design/reviewer for 11 years, he is extensively knowledgeable in TxDOT and Federal Highway Administration (FHWA) requirements for transportation projects. Additionally, his project management and roadway construction inspection include projects throughout various counties in South Texas. Moreover, he has in-depth knowledge and technical experience in managing various drainage projects including regional watersheds. Finally, he has coordinated the design and construction of many infrastructure projects with a multitude of municipal entities and private utility companies, as well as state and federal agencies.

Mr. Marco Moreno is a long-time resident of the Rio Grande Valley. He grew up in Mission, Texas. He is a former employee of the following companies: Alonzo Construction, AMC Corp., Mexico City, Mexico/Brownsville, Texas. While with these companies, Mr. Moreno worked in various capacities that provided him with extensive progressive senior management experience in international and national organizations with strong capabilities in both strategic thinking and operational delivery/execution with an entrepreneurial outlook. Mr. Moreno has a marketing-focused mindset to analyze different segments as to profitability, potential for growth (or reduction), appropriateness of additional/new investment with the capacity to synthesize many new and diverse ideas into practical short and long-terms plans with these experiences at hand it would definitely enhance and optimize the development of the plans, specification and estimate (PS & E) for any type of engineering projects. While employed with Alonzo Construction in Mission, Texas, Mr. Moreno gained extensive knowledge in the project deliverables phase within a budget constraint. Other areas of work included cost management, budgeting, human resources, records administration, and labor compliance. Through the years, Mr. Moreno has developed excellent relationships with other engineering firms, governmental agencies and municipalities within the Hidalgo County area and south Texas.

Mr. Jose F. Torres P.E. and Mr. Marco Moreno will ensure that all project deliverables produced are consistent with the outstanding quality for which BTI, Inc. strives to be known. We look forward to the opportunity to work with you on this important initiative, and we are confident that our commitment, experience, and resources make us the ideal partner for your infrastructure needs. Thus, they will authorize and allocate resources and assign staff for projects with accelerated schedules or that require extra manpower. Thank you for your consideration, and we look forward to hearing from you soon.

FIRM HISTORY

A. BTI, Inc. Information

1.	Firm Name:	Building Transportation Infrastructure, Inc.
2.	Address & Phone Number:	P.O. Box 5545 McAllen, Texas 78502 (Mailing Address) Telephone: 956-537-4037 Fax Number:
3.	Year Established:	Building Transportation Infrastructure, Inc. Was established in 2010.
4	Former Firm Name and Year Established:	BTI Engineering
5	Type of Ownership:	Building Transportation Infrastructure, Inc. operates as a legal corporation in the State of Texas.
6	Name of Parent Company:	Building Transportation Infrastructure, Inc. operates under this name and no other associations exist.
7	Name of Principal and Title:	Jose F. Torres, P.E., Principal

Section II (a) Firm History

Project Team Organization for BTI, Inc.

BTI, Inc. success largely depends on the effectiveness of the project team organization. A well-structured team ensures that tasks are executed efficiently, effectively, and within the project's budget and timeline. This document outlines the project team organization for a the firm.

Team Structure: The project team structure for BTI, Inc. civil engineering firm is typically hierarchical, with a clear chain of command. The team is divided into several levels, each with specific roles and responsibilities.

1. Project Manager: The project manager is responsible for overseeing the entire project and ensuring that it meets the client's expectations. They are the main point of contact between the client and the project team. The project manager is responsible for setting project goals and objectives, creating a project plan, and monitoring progress throughout the project's life cycle.

2. Design Team: The design team is responsible for creating the technical designs for the project. This team consists of civil engineers, architects, and other technical professionals who are experts in their field. They work closely with the project manager to ensure that the design meets the client's requirements and budget.

3. Construction Team: The construction team is responsible for executing the project plan and turning the design into reality. This team consists of project supervisors, site engineers, construction workers, and other technical professionals who are experts in their field. They work closely with the design team to ensure that the construction adheres to the design specifications.

4. Quality Control Team: The quality control team is responsible for ensuring that the project meets the required quality standards. This team consists of quality control engineers, inspectors, and auditors who are experts in their field. They work closely with the construction team to ensure that the construction meets the design specifications and quality standards.

5. Health and Safety Team: The health and safety team is responsible for ensuring that the project site is safe for workers and visitors. This team consists of health and safety professionals who are experts in their field. They work closely with the construction team to ensure that all safety regulations are followed, and the site is safe for everyone.

Roles and Responsibilities: Each member of the project team has specific roles and responsibilities to ensure the project's success. The project manager is responsible for managing the project's budget and timeline, communicating with the client, and ensuring that the project meets the required quality standards.

The design team is responsible for creating the technical designs for the project, ensuring that they meet the client's requirements and budget. They work closely with the project manager to ensure that the design is feasible and can be executed within the project's timeline and budget.

The construction team is responsible for executing the project plan and turning the design into reality. They work closely with the design team to ensure that the construction adheres to the design specifications and meets the required quality standards.

The quality control team is responsible for ensuring that the project meets the required quality standards. They work closely with the construction team to ensure that the construction meets the design specifications and quality standards.

The health and safety team is responsible for ensuring that the project site is safe for workers and visitors. They work closely with the construction team to ensure that all safety regulations are followed, and the site is safe for everyone.

In conclusion, the project team organization for BTI, Inc. is a crucial aspect of any successful project. The team structure should be hierarchical, with a clear chain of command. Each member of the team should have specific roles and responsibilities to ensure that the project is executed efficiently, effectively, and within the project's budget and timeline. By following this structure, the BTI, Inc. can ensure the project's success and exceed the client's expectations.

Section II (a) Firm History
Firm's commitment and ability to commence services immediately for the hidalgo City of Edinburg infrastructure projects.

BTI, Inc. is pleased to express our commitment and ability to commence services immediately for the City of Edinburg infrastructure projects. Our firm has a proven track record of delivering high-quality infrastructure projects on time and within budget, and we are eager to bring our expertise and resources to this important initiative.

As a leading infrastructure services provider, we understand the critical role that well-designed and well-maintained infrastructure plays in supporting economic growth, improving quality of life, and ensuring public safety. That's why we take great pride in delivering infrastructure solutions that are both innovative and practical, and that meet the unique needs of the communities we serve.

Our team is comprised of experienced professionals who bring a wide range of skills and expertise to every project we undertake. From project management and engineering to construction and operations, we have the knowledge and resources to handle every aspect of your infrastructure project.

We are committed to working collaboratively with all stakeholders to ensure that your project is completed on time, within budget, and to your complete satisfaction. We understand that effective communication and collaboration are critical to the success of any project, and we will work closely with you every step of the way to ensure that your project is delivered to the highest possible standards.

In addition to our commitment to quality and collaboration, we also have the financial resources and capacity to take on large-scale infrastructure projects. We have a proven track record of delivering successful projects on time and within budget, and we are committed to doing the same for the City of Edinburg infrastructure projects. Our firm has the capacity to commence services immediately. We have the necessary resources and infrastructure in place to begin work on the City of Edinburg infrastructure projects right away. Our team is prepared to hit the ground running and work tirelessly to ensure the success of the project.

In conclusion, we are excited about the opportunity to collaborate with City of Edinburg on these infrastructure projects. Our firm's commitment to excellence, coupled with our ability to commence services immediately, makes us the ideal partner for these critical projects. We look forward to the opportunity to demonstrate our capabilities and deliver exceptional results.

Section II (b) Personnel and Staffing

Resume for
Jose F. Torres, P.E.
Principal

Education

Bachelors of Science in Civil Engineering University of Texas at San Antonio, May 1993
Associate of Applied Science – Drafting and Design at Texas State
Technical Institute, Harlingen, Texas, August 1985.
Edcouch-Elsa High School, May 1983.

Professional Registration

Professional Engineer, State of Texas, No. 88662

Professional Development

Hec-Ras, Culvert Design, Introduction to Traffic Operations, AASHTO Roadside Design Guide, Geopak, Stormwater Erosion Control, Designing Work Zone Traffic Control Plans, TxDOT 2004 Spec Book, Hazard Materials Awareness, Urban Storm Drain Design, Revegetation Training, Highway Capacity, Plans, Specs & Est. Package, Soil and Foundation Workshop, Concrete Inspection, Hydraulic Design, Principles of Highway Design, Hot Mix Concrete Inspection, Nuclear Density Gauge and Advance Planning.

Computer Skills

Micro Station, Auto Cadd, Word, Wordperfect, TxDot CICS, TxDot ROSS, Culvert, Windstorm, TR55, HEC-RAS, Runoff, Excel, Power Point, Microsoft Project.

Language
Speaks and writes proficient Spanish and English.

Government Agency Experience

Texas Commission of Environmental Quality	Texas General Land Office
Texas Department of Transportation	Federal Highway Administration
Texas Parks and Wildlife	US Army Corps of Engineers
US Fish and Wildlife	Federal Emergency Management Agency
US Environmental Protection Agency	Federal Aviation Administration
International Boundary and Water Commission	General Services Commission
Hidalgo County	Cameron County
Harris County Willacy County Kenedy County Jim Hogg County	Travis County Starr County Brooks County Zapata County

Duval County

Cities of : Pharr, San Juan, Alamo, McAllen, Mission Edinburg, Donna, Weslaco, Mercedes, Hidalgo, La Joya, Sullivan, Alton, Palmhurst, Elsa, Edcouch, Mercedes, Progreso, La Villa, La Feria, Santa Rosa, Harlingen, Combes, Primera, San Benito, Brownsville, Point Isabel, South Padre Island, Los Fresno, Raymondville, Rio Grande City, Roma, Zapata, Hebbronville, Falfurrias, Austin

Current and Past Affiliations

Hidalgo County MPO Technical Advisory Committee (TAC) member
Hidalgo County Transportation Committee member
Hidalgo County Drainage Committee member
National Society of Professional Engineers American Society of Civil Engineer
AHSTI (Non-profit housing for low income families) Board member (2001-2012)
Pharr Housing Authority Board member (2001-2002)
Club President at UT- Pan American (1989-1990)

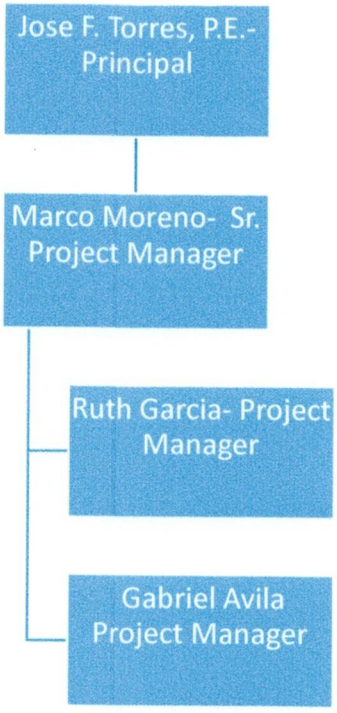
Engineering

Experience

Professional Engineer with approximately 30 years of experience in all facets of engineering and engineering management, including performing highly advanced and complex transportation engineering work; developed layouts, plans, specifications, estimates and contracts; ensured safety compliance with applicable federal and state laws, policies, procedures, standards and guidelines. In addition, oversaw and performed special projects, programs, plans, operations, studies, contracts, data collection, evaluations, analyses, investigations, inspections, research and forecasts, as well as construction inspection and management. An, acted in an advisory capacity on administrative, technical, regulatory and engineering aspects of transportation. An, coordinated the development of various projects with our personnel and the personnel of government officials, consultants, contractors, and the general public. Some of these entities included Cities, Drainage Districts, Irrigation Districts, Counties, School Districts and many utility companies. During this process, I have taken into consideration the entities concerns and revised the necessary items within the set of plans during the plan development process and coordinated the revisions with the different Txdot Design sections in the Austin headquarters.

Have reviewed and recommended design modifications to over 350 roadway projects worth more than 2 billion dollars in construction costs and designed over 25 roadway projects which included creating plans, specifications & estimate documentation. For the above-mentioned type of reviews that I have described, I have ensured that all the applicable standard sheets, standard specifications, special provisions, special specifications, and general notes necessary for the complete and satisfactory construction of the proposed roadway project were included in the plans.

BUILDING TRANSPORTATION INFRASTRUCTURE, INC.
dba BTI, Inc.
(ORGANIZATIONAL CHART)



3.0 The BTI Team

Our Team represents the best possible team for the County and participating stakeholders. Our proposed Project Manager and Team Leaders have distinguished themselves as leaders in their field. Moreover, all of our key staff have proven project experience for these important tasks. We are ready to build a partnership with the Hidalgo County.

Team Members

Key Staff			
Name	**Registration/Certification**	**Years of Experience**	**Expertise**
Jose F. Torres	PE	35	Civil Engineering
Marco Moreno		30	Civil Engineering-Senior Tech
Gabriel Avila		19	Civil Engineering-Senior Tech
Ruth Torres		20	Administrative-Senior Tech

Section II (b) Personnel and Staffing (Firm's contingency plan)

BTI, Inc. contingency plan is a plan developed to anticipate and manage potential risks that may impact the success of a project. In the case of key personnel not being available, a contingency plan is necessary to ensure the project can continue to be serviced without significant disruption.

This document outlines the contingency plan for our firm to address the absence of one or more key personnel for the duration of the project.

Identification of Key Personnel: The first step in developing a contingency plan is to identify the key personnel who are critical to the success of the project. These personnel are typically individuals with specialized skills, knowledge, or experience that are essential to completing the project.

In our case, the key personnel for this project are identified as follows:

- Project Manager
- Lead Developer
- Lead Designer
- Quality Assurance Analyst

Contingency Plan: In the event that one or more key personnel are not available to service the project, the following contingency plan will be implemented:

Step 1: Identify and Assess the Impact The first step is to assess the impact of the absence of the key personnel on the project timeline, budget, and deliverables. This evaluation will be conducted by the Project Manager and communicated to the stakeholders.

Step 2: Resource Allocation The next step is to identify the resources required to fill the gap left by the absent personnel. This may involve reassigning tasks and responsibilities to existing team members or recruiting additional resources with similar skills and experience.

Step 3: Cross-Training To minimize the impact of personnel absence, cross-training will be implemented to ensure that team members can assume new roles if necessary. This will require training on the tools, processes, and procedures used in the project.

Step 4: Communication and Coordination Effective communication and coordination are crucial in implementing the contingency plan. Regular meetings will be held to ensure that all team members are aware of the changes and updated on the progress of the project. The Project Manager will be responsible for facilitating communication and coordination.

Step 5: Risk Management Finally, risk management strategies will be implemented to ensure that potential risks associated with the absence of key personnel are identified, assessed, and mitigated.

BTI, Inc. contingency plan outlined above will enable our firm to address the absence of one or more key personnel during the project. By identifying and assessing the impact, allocating resources, cross-training team members, ensuring effective communication and coordination, and implementing risk management strategies, we will be able to ensure that the project can continue to be serviced without significant disruption.

SECTION III: FIRM EXPERIENCE AND QUALIFICATIONS

a. Competency

BTI, Inc senior management has developed many planning/programming and designed/reviewed many multi-million-dollar infrastructure projects. These included minor roadways, major roadways, and freeway projects such as the following: rehabilitation, reconstruction / widening, at-grade and multi-level interchanges, and new location roadways. With 20 years of direct experience working at TxDOT, as well as the multi-project TxDOT experiences as an engineer plan designer/reviewer. BTI, Inc management has extensive knowledge in TxDOT and Federal Highway Administration (FHWA) requirements for transportation projects. Also, our experience in the project management and roadway construction inspection includes projects throughout various counties in South Texas. Moreover, BTI, Inc has in-depth knowledge and technical experience in managing various drainage projects including regional watersheds. Finally, we have coordinated with a multitude of municipal entities and private utility companies, as well as state and federal agencies.

Federal Projects: Our firm has worked on several federally funded projects in Hidalgo County, including the reconstruction of Owassa Road Project, a major highway that consisted of an Interlocal Agreement between Hidalgo County, City of Edinburg, and City of Pharr along with an Advance Funding Agreement between the City of Phar and the Texas Department of Transportation (TxDOT). We were responsible for providing engineering design, construction management, and inspection services, ensuring compliance with federal regulations such as the Federal-Aid Highway Program and the National Environmental Policy Act (NEPA). Our team also has experience in preparing technical documents and proposals for Federal projects, ensuring compliance with all necessary regulations and guidelines. Our team also worked on the Pharr Interchange (US 281/US 83) which was funded by the Federal Highway Administration (FHWA), providing expert design and construction services to ensure the project was completed on time and within budget during the planning/programming phase of the project.

State Projects: Our firm personnel have a proven track record in providing services for State-funded roadway and general construction projects. We have experience working with the Texas Department of Transportation (TxDOT) and have a deep understanding of the requirements and regulations that come with these projects. Our team has provided design, construction management, and inspection services for various State-funded projects. We have also worked on projects that involve the Texas Accessibility Standards and the Texas Manual on Uniform Traffic Control Devices. Our firm has extensive experience in working on state-funded projects in Hidalgo County, including the design and construction of several State Projects, including several major arterial roads that runs through the county. We provided engineering design services, construction management, and inspection services for this project, ensuring compliance with the Texas Department of Transportation (TxDOT) regulations. Additionally, we worked on the reconstruction of the water and wastewater for the City of Elsa, which was funded by the Texas Water Development Board (TWDB). Our team provided expert engineering design and construction management services to deliver this critical project on time and within budget.

County Projects: Our firm has worked on numerous county-funded projects in Hidalgo County, including the construction of drainage infrastructure which included drainage outfall designs. Our team provided engineering design, construction management, and inspection services, ensuring compliance with local regulations such as the Hidalgo County Drainage District and the Texas Commission on Environmental Quality (TCEQ). We also worked on the reconstruction of county roads, providing expert design and construction management services to ensure compliance with Hidalgo County's specifications and requirements.

Conclusion: Our firm's extensive experience in providing engineering design, construction management, and inspection services for federal, state, and county-funded roadway and general construction projects located within Hidalgo County demonstrates our competency in delivering high-quality projects that meet the highest standards. We have a team of highly skilled engineers, project managers, and inspectors who are knowledgeable about federal, state, and local regulations and have the expertise to ensure that projects are delivered on time and within budget. Our track record of successful projects in Hidalgo County speaks for itself, and we look forward to continuing to serve the needs of our clients in the region.

b. Experience and Recent Projects

Name of Project: City of Weslaco Police and Fire Department Subdivision
Construction Cost: $4 million
Completion Date: Ongoing Project
Contact Person: Albert Aldana, P.E. – City of Engineer

Telephone: (956) 975-5185

Scope of Work Performed
Responsible for the utilities coordination and relocation along Bridge Road.

Name of Project: Mi Fortuna Esates Utilities Design Plans for Relocation
Construction Cost: $60,000
Completion Date: Ongoing Project
Contact Person: Albert Aldana, P.E. – City Engineer
Telephone: (956)975-5185

Scope of Work Performed
Completed PS & E for water and sewer line connection project. Furthermore, coordinated and design the retention drainage flow for the site development. I amazed the existing hydraulics storm sewer fot the City of Weslaco to determine the capacity of the storm sewer system. I coordinated the design of the hydraulics with Hidalgo County Drainage District No. 1 and Irrigation District No. 9. All phases of the design were approved by all government entities.

Name of Project: FM 88 Utilities Design Plans for Relocation
Construction Cost: $3.4 million
Completion Date: November 2012
Contact Person: Joseph Leal, P.E. – TxDOT
Telephone: (956)702-6247

Scope of Work Performed
Completed PS & E for water and sewer line replacement project. Coordinated work with TxDot for proposed improvements within the State right of way. Developed plan-profile sheets, summary sheets, estimated quantities and unit prices: completed proposals that included developing general notes, specifications and special specifications for asbestos abatement. Construction phase services would include site visits, preparing documentation and revising plan sheets for change orders necessary as a result of different site conditions. I also assisted the City of Elsa obtaining the necessary funds from Hidalgo County. I coordinated the planning/programming of the Project with TxDOT, Hidalgo County and the Hidalgo county MPO.

Name of Project: Owassa Road Project Utilities Design Plans for Relocation
Construction Cost: $5.4 million
Completion Date: April 2018
Contact Person: Carlos Ceballo, P.E. – TxDOT
Telephone: (956) 221-6405

Scope of Work Performed
Responsible for the planning/programming funding of the project through the Hidalgo County MPO and TxDOT. Responsible for the utilities coordination and relocation phase of the project. Responsible for the construction management phase services which include site visits, preparing documentation and revising plan sheets for change orders necessary as a result of different site conditions. Also responsible for the closing of the project

Name of Project: Jackson Road Project Utilities Design Plans for Relocation
Construction Cost: $3.4 million
Completion Date: December 2018
Contact Person: Joseph Leal, P.E. – TxDOT
Telephone: (956)702-6247

Scope of Work Performed
Responsible for the coordination and relocation of a left turn lane on Jackson Road. Coordinated the engineering design with TxDOT, City of Pharr and all the utilities.

Name of Project: Interchange (US 281/US 83) Utilities Design Plans for Relocation
Construction Cost: $350 million
Completion Date: Ongoing Project
Contact Person: Hector P. Gonzalez, Jr., P.E. – TxDOT
Telephone: (956)222-5368

Scope of Work Performed
Responsible for the planning/programing of the project through the Hidalgo County MPO, City of Pharr and TxDOT. Responsible for the preliminary design phase of the project.

Name of Project: Tri-City Sidewalk Project Utilities Design Plans for Relocation
Construction Cost: $3.4 million
Completion Date: Ongoing Project
Contact Person: Joseph Leal, P.E. – TxDOT
Telephone: (956)702-6247

Scope of Work Performed
Completed PS & E for sidewalks through the Hidalgo County MPO, TxDOT, City of San Juan, City of Alamo and City of Pharr. Coordinated the planning/programming funding through TxDOT and Hidalgo County MPO.

Name of Project: City of Pharr Roadway Projects
Construction Cost: $70 million
Completion Date: Ongoing Projects
Contact Person: Hector P. Gonzalez, Jr., P.E. – TxDOT
Telephone: (956)222-5368

Scope of Work Performed
Responsible for the planning/programming of the several local roadways within the City of Pharr. Obtained the funding through the Hidalgo County MPO and TxDOT.

Expressways US 281, US 83, and US 77. – Throughout South, Texas.
Processed and analyzed these larger projects with cost ranging from ten million to forty million such interchanges, overpasses and expressways that involved a variety of design features and the coordination of a wide range of construction items to insure a safe roadway section. I evaluated the hydraulic design with the Bridge Section to ensure that the structure was appropriate for the anticipated runoff expected, the traffic volumes served, and the roadway section that included the structure. I evaluated soil conditions and material sources to see if appropriate depths of base were used, and to verify if the sub-base should be treated with lime or cement to increase stability.

Calculated and verified the materials quantities of stabilized sub-grade, flexible base, and asphalt concrete pavement by using the proposed typical section. I checked that these items of work were incorporated as pay items. I compared the estimated cost of major work items using bid prices from recently let projects of similar work, running bid prices from the same project locations, and engineering judgment on factors such as project size, location, quantities, type of construction and other pertinent items. I verified the authorization and financing status to ensure sufficient funds were available to allow contracting of the project. I evaluated the estimates and recommended changes to the estimates for all the projects that I reviewed during this period. Listed below, are some examples of different areas that I performed on most of the projects that I reviewed during this time frame.

FM 1015 - Edcouch, Texas.
It consisted of rehabilitating the pavement and adding shoulders along with designing a storm sewer section for the urban part of the project. The project consisted of designing a road that passed through an urban and rural section. The project involved designing the road with urban and rural guidelines. I was given the responsibility for developing the plans, estimates, and specifications. In this project, I designed the vertical and horizontal profile along with the storm sewer, structures, and pavement design.

FM 2360 - Sullivan, Texas.

Designed the pavement structures for this roadway project. The first step was determining whether the existing roadway was to be reconstructed or resurfaced. After analyzing the dynaflect data taken for this project, I concluded from the analysis that the stiffness coefficient of the existing pavement was adequate to surpass the design load applied, and thus required only an overlay.

I proceeded to perform a pavement design to determine the most economical yet durable pavement section utilizing design criteria based on the Average Daily Traffic (ADT), truck equivalents, design speed, the construction sequence, and expected future maintenance schedule. I designed the roadbed thickness of the widening section using the Texas Triaxial classification data of the existing materials and based on future traffic conditions. I analyzed both the designs for the overlay and the widening for service life and maintenance cost before arriving at a final design.

US 83 - Weslaco, Texas.
Developed the plans, specifications, and estimate for the proposed Mile 6 expressway connectors that consisted of evaluating the existing roadway conditions and its hydraulics. Upgraded the proposed roadway to the proper guidelines and upgraded the drainage structures to meet the future calculated flows.

FM 2061 - Pharr, Texas.
Developed a detailed traffic control plan and construction sequence according to the Manual on Uniform Traffic Control Devices (MUTCD) for a congested traffic area on FM 2061. I designed the TCP to ease the safe handling of traffic during the construction of the box culvert. My traffic control plan and construction sequence allowed for the construction of the drainage structures with the least traffic disruption.

FM 1925 - Edinburg, Texas.
Developed a detailed traffic control plan and construction sequence according to the Manual on Uniform Traffic Control Devices (MUTCD) for a congested traffic area on FM 1925. I designed the TCP in coordination with county consultant engineer to ease the safe handling of traffic during the construction of the box culvert. My traffic control plan and construction sequence allowed for the construction of the drainage structures with the least traffic disruption.

US 83 – Starr County, Texas.
This project consisted of reconstructing the road to a four-lane divided rural road including grading, structuring, and surfacing. I was in charge of analyzing and designing the hydraulics for this project by taking into consideration the different terrain surrounding the project. Performed the hydraulic design for two bridges, eleven multiple box culverts, and one culvert consisting of reinforced concrete pipe. I analyzed and recommended adjusting the vertical profile when necessary to insure there was no water encroachment onto the pavement sub-grade from the 50 years' storm frequency. I also designed and developed the Storm Water Pollution Plan (SW3P) sheets for the adequate soil conditions for each particular region. All of my recommendations and hydraulic designs on these structures were reviewed and accepted by the Bridge Division in Austin as originally submitted.

FM 755 – Starr County, Texas.
Analyzed the existing structures for this roadway that was going to be rehabilitated and upgraded by adding shoulders. I designed and calculated the size of the watershed areas and calculated the attributed runoff by determining the runoff coefficient value and intensity for each individual area. I used the rational method for areas with less than 200 acres and the soil conservation method for areas greater than 200 acres. After determining the runoff, I analyzed the structures by using TxDot's hydraulics computer program (Thysis). Using this program, I determined which structures needed to be upgraded or needed appurtenances to control erosion due to the high-water velocity. The numbers of structures that I analyzed were nineteen reinforced concrete pipes and two box culverts which consisted of one 7' x 7' and 6' X 4' structure.

Roadway Hydraulics – Throughout South Texas.
Evaluated the hydraulics for the majority of the projects constructed at the Pharr District in South Texas. Using the United States Geological Survey contour maps, I verified the drainage areas with the locations provided for all the culverts and inlets required. Also, during the drainage review, I recommended modifying several design features that impeded the efficiency of the hydraulic system. At the intersection turnouts, I recommended adding concrete valley gutter in all the cross streets to expedite the runoff flow into the proposed inlets. Furthermore, since I determined that some of the storm sewer pipes capacities were running less than half full; I recommended reducing the pipe sizes of the storm sewer to increase the pipe capacity. I also recommended increasing the road ponding area to increase the calculated distance between inlets and thus reduce the number of inlets. I also recommended eliminating the use of Type "c" grate inlets that were connected

redundantly behind other inlets. All of the above-mentioned recommended items enhance the hydraulic efficiency of the system and were a cost saving to the State.

Geotechnical Testing and Construction Inspection – Throughout South Texas.
At the Pharr District Lab, analyzed, designed, and recommended the criteria for all the different types of materials involved during the project construction. As an engineer assistant, I designed, analyzed, and recommended designs for the materials. I also conducted research for the sub-grade, flex base, and asphalt concrete pavement (ACP) materials and after my findings reported to field personnel and engineers the results along with the construction guidelines.

Conducted research to determine the percent of Asphalt content for a hot mix design, evaluated and analyzed the procedures for conducting the test, and recommended the type and number of samples and asphalt content to be used to determine the ultimate asphalt content that will maximize the hot mix strength. I presented my finding to the laboratory and construction engineer.

During the hot mix operations, I evaluated the stockpiling of the aggregate and loading for the aggregate into the cold feed bins for possible segregation, measured the temperature of the hot mix before and after rolling to assure work ability and consistency, analyzed rolling patterns determined by density tests to obtain optimum density according to specifications, calculated the yield and recommended adjusting the asphalt concrete pavement thickness (ACP) for the section of the roadway not meeting the yield, and at the field laboratory, calculated and analyzed the asphalt content and recommended adjusting the content.

Determined the moisture content of sands and gravel being used in concrete; and ran flexural strength tests on concrete beams samples of the proposed drainage structures. I also tested hot mix concrete pavement. I performed extractions on the mix to determine the asphalt content and the gradation of the mixture. From the data gather, I concluded whether the material was acceptable or rejected the material. In cases were the materials were borderline, I used my engineering judgment to accept or reject the material. In my training, I also showed the field personnel how to record and report their findings.

Also, during the construction phase, directed the placement of the guard rail and deleted or added lengths of guard rail as indicated on the plans and determined the guard rail needed at the location based upon the department's safety guidelines and engineering judgment.

Other Similar Projects

US 281 Military Highway Overpass---The project consists of reconstructing and widening US281 with a new overpass road for a length of 1.87 miles. Responsible for all the preliminary utilities coordination. **Approximate Construction Cost $26 million. Approximate Date of Completion 2017.**

Hidalgo County RMA Program Manager---Project Manager to operate as an extension of and in complete coordination with the RMA's Board and/or staff with respect to all projects which now or in the future are studied, constructed, or operated by the RMA. Responsible for all utilities coordination. **Approximate Construction Cost $500 million. Approximate Date of Completion 2021.**

City of Elsa Projects--- Oversaw the construction of a water/wastewater improvement projects funded by the American Recovery and Reinvestment Act Program. **Construction Cost $12 million. Completion Date 2012.**

US 281 Falfurrias Project--- Reviewed, redesigned and created the plan, specification and estimate documentation. The project consisted of reconstructing and widening the US 281 main lanes which included building five overpasses. **Construction Cost $87.5 million. Completion Date 2014.**

US 281 Edinburg Project--- Reviewed, redesigned and created the plan, specification and estimate documentation. The project consisted of reconstructing and widening the main lanes and several overpasses of the US 281 Expressway. **Construction Cost $45 million. Completion Date 2008.**

Section IV: SCOPE OF SERVICES

BTI, Inc. firm provides comprehensive civil engineering services to clients in the public and private sectors. We specialize in a wide range of services, including Route & Design Studies, Public Involvement, Right of Way Maps, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Signalization, Traffic Control Plans, Bridge Design, Plans & Specifications, Construction Contract Management, ADA Compliance, Cost Estimating, Soil Foundation, Excavations & Trenches, Pavements Designs, Water & Waste Retention, Project Development Management, Master Planning, Site Planning & Analysis, and Parking Design. Our team of experienced and highly skilled civil engineers is committed to delivering high-quality, cost-effective solutions that meet the unique needs of each client.

Philosophy

Our firm's philosophy is centered around a client-focused approach that prioritizes communication, collaboration, and innovation. We believe in working closely with our clients to understand their goals and objectives, and then developing customized solutions that meet their needs. We are committed to providing high-quality engineering services that are both technically sound and cost-effective.

Approach

Our approach to civil engineering services is based on a rigorous, data-driven process that ensures the best possible outcomes for our clients. We utilize the latest technology and software to design, plan, and manage projects, ensuring that we stay on schedule and within budget. We also prioritize collaboration and communication throughout the entire project lifecycle, working closely with our clients to ensure that their needs are met and that they are kept informed throughout the process.

Methodology

Our preferred methodology for meeting the requirements and deliverables for our civil engineering services is based on a comprehensive, multi-disciplinary approach that utilizes the latest techniques and tools. Our team of civil engineers, planners, designers, and project managers work together to develop customized solutions that meet the unique needs of each project. We utilize state-of-the-art software and technology to design, analyze, and manage projects, ensuring that we deliver high-quality, cost-effective solutions on time and on budget.

Conclusion

At our firm, we are committed to providing high-quality, cost-effective civil engineering services that meet the unique needs of each client. Our team of experienced and highly skilled civil engineers is dedicated to utilizing the latest technology and software to design, plan, and manage projects, ensuring that we stay on schedule and within budget. We prioritize communication and collaboration throughout the entire project lifecycle, working closely with our clients to ensure that their needs are met and that they are kept informed throughout the process. If you are in need of civil engineering services, we invite you to contact us today to learn more about how we can help.

APPENDIX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/01/2022

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:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Next Insurance US Company	16285
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
d.b.a. BTI, Inc
512 W Rosemary Ave
Pharr, TX 78577

COVERAGES **CERTIFICATE NUMBER:** 887073601 **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)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXT3RHRWXJ-00-PL	12/01/2022	12/01/2023	Per Claim Limit:	$1,000,000.00
							Aggregate Limit:	$2,000,000.00
							Per Claim Deductible:	$2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

d.b.a. BTI, Inc
512 W Rosemary Ave
Pharr, TX 78577

LIVE CERTIFICATE

Click or scan to view

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 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.**

NOT APPLICABLE

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.**

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 John T. Jones, P.E.
Reese P. Lopez

Signature of vendor doing business with the governmental entity

2/18/2023

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.

VG-1257-2023-3424201

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3424201

Recorded On: February 23, 2023 01:08 PM

Billable Pages: 1

Number of Pages: 2

CONFLICT OF INTEREST

*****Examined and Charged as Follows*****

Total Recording: $ 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	3424201
Receipt No:	20230223000204
Recorded On:	February 23, 2023 01:08 PM
Deputy Clerk:	Imelda Leal
Station:	CH-1-CC-K27

Record and Return To:

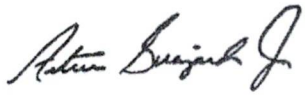
Jose F. Torres
P.O. Box 5545
original returned to customer
Mcallen TX 78502

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: City of Weslaco
Type of Organization: Municipality
Address: 255 S. Kansas Ave Weslaco, Texas 78595

Contact Person: Albert Aldana, P.E. Title: CityEngineer
Telephone: 956-975-5185 E-mail: aaldana@weslcacotx.gov

Project Information

Name of Project: City of Weslaco Police and Fire Department Subdivision
Scope of Work: Responsible for the coordination and relocation of the utilities phase of the project

Contract Period: From December 2022 to Still Open
Cost: Projected $: 4,000,000 Actual $: 4,000,000
Timeframe (Include Unit Measure) Projected 12 months Actual 9 months
Status as of 2/18/2023 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: Interchange (US 83/US 281)
Type of Organization: State Agency-Texas Department of Transportation
Address: 600 W. Expressway 83, Pharr, Texas 78577

Contact Person: Hector P. Gonzalez, Jr., P.E. Title: Assistant District Engineer
Telephone: 956-222-5368 E-mail: hector.gonzalez@txdot.gov

Project Information

Name of Project: TxDOT Pharr Interchange Reconstruction (US 83/US 281)
Scope of Work: Responsible for the planning/programming phase of the project through the Hidalgo County MPO, City of Pharr and Hidalgo County. Responsible for the preliminary design phase of the project.

Contract Period: From January 2016 to January 2019
Cost: Projected $: 350 million Actual $: 350 million
Timeframe (Include Unit Measure) Projected 48 months Actual Still Open
Status as of 2/18/2023 (Circle One) Complete In Progress Canceled
Date

Reference Three

Client's Name: Texas Department of Transportation, City of Pharr, City of Edinburg, and Hidalgo County
Type of Organization: State Agency, County and municipalities
Address: 600 W. Expressway 83, Pharr, Texas 78577

Contact Person: Carlos Ceballos Title: Project Engineer
Telephone: 956-221-6405 E-mail: carlos.ceballos@txdot.gov

Project Information

Name of Project: Owassa Roadway Reconstruction Project
Scope of Work: Responsible for the planning & programming funding, utilities coordination & relocation phase, Responsible for the construction management and project close out phase of the project.

Contract Period: From February 2017 to April 2018
Cost: Projected $: 6.5 million Actual $: 5.4 million
Timeframe (Include Unit Measure) Projected 26 months Actual 14 months
Status as of 2/18/2023 (Circle One) Complete In Progress Canceled
Date

Reference Four

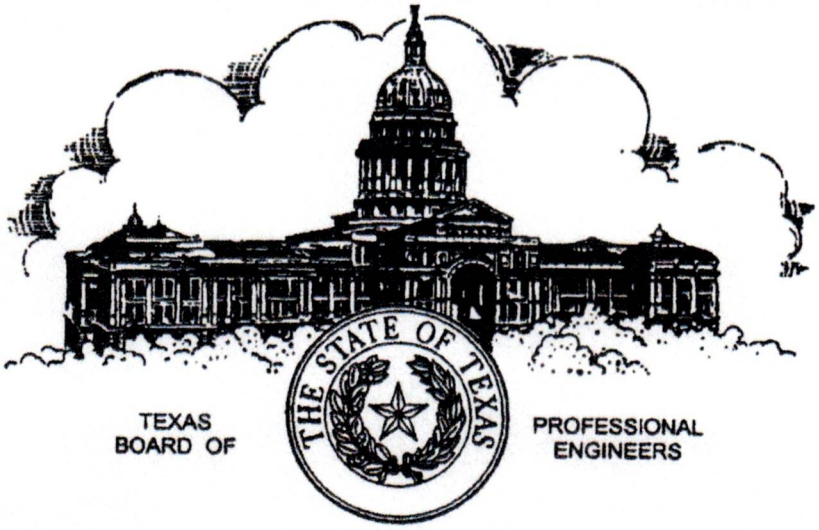
Client's Name: Texas Department of Transportation and the City of Elsa
Type of Organization: State Agency and municipality
Address: 102 Diana Street, Elsa, Texas 78543

Contact Person: Juan Cedillo Title: City Manager
Telephone: 956-802-7772 E-mail:

Project Information

Name of Project: FM 88 Reconstruction Project
Scope of Work: Responsible for the planning & programming phase through the Hidalgo County MPO and TxDOT Responsible for the water and sewer design of the project. Responsible for the construction management of the project. Responsible for the close out phase of the project.

Contract Period: From 2012 to 2014
Cost: Projected $: 3.4 million Actual $: 3.4 million
Timeframe (Include Unit Measure) Projected 24 months Actual 24 months
Status as of 2/18/20223 (Circle One) Complete In Progress Canceled
Date



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Jose Francisco Torres

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 20TH DAY OF JULY, 2001.

P. Carter, P.E.

BOARD CHAIR

Brenda Bradley

BOARD SECRETARY

SERIAL NUMBER **88662**

UNIVERSITY OF TEXAS ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Jose F. Torres

has successfully completed

Local Government Project Procedures Qualification
#75711

Pharr , TX
February 19-20, 2020
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after the completion of the class.

TxLTAP

Ernesto Carrizal -Instructor

Bryan Sims, Executive Director

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:
2023-1103040

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.
BTI, Inc
Pharr, 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.
RFQ No, 2024-01
Project Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jose F. Torres, P.E., and my date of birth is 4/2/65.

My address is 512 W. Rosemary Ave., PHARR, TX, 78577, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in HIDALGO County, State of TEXAS, on the 11 day of Dec. (month), 2023 (year).

Jose F. Torres, P.E.
Signature of authorized agent of contracting business entity
(Declarant)

☑ Yes
☐ No

*Response required

December 12, 2023

CITY OF EDINBURG

Request for Qualifications

RFQ No. 2024-1

Project Management Services

halff.com

Transmittal Letter

December 12, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa, PE
City Engineer
415 W. University Drive
Edinburg, TX 78539

Addenda Acknowledgment

We have received, acknowledge, and consider the following Addenda provided from the City:

- **Addendum 1 | 11/30/2023**

RE: Request for Qualifications for Project Management Services – RFQ No. 2024-1

Dear Mr. Hinojosa and Members of the Evaluation Committee:

Halff is proud to serve as a partner with the City of Edinburg (City) to provide professional project and construction management services for various tasks on an "as needed" basis. We understand the importance of these projects for the City and **we are committed to continuing our support to the City**, providing successful execution of your projects and meeting your goals. Our qualifications reflect our interest and ability to provide the City quality project and construction management services.

- **Familiarity with the City of Edinburg.** Halff can provide the City with a highly qualified staff with recent and relevant experience who are capable of providing all necessary project management and construction management services outlined in this Request for Qualifications (RFQ). We'll use our knowledge of the City, acquired through previous projects and our current involvement in the **Sugar Road** project, to support the design and management of any construction projects granted through this RFQ. Project Manager, **Raul Garcia, Jr., PE, CFM,** along with **17 individuals** in our McAllen office, are proud residents of Edinburg and are familiar with the needs of the area.
- **Why Halff.** The Halff team possesses extensive experience in construction administration and project management. Our Construction and Project Management team has a track record of project **change orders being less than 5 percent of construction bid amounts**. Halff has experience in providing both construction and project management services, including constructability reviews, contract administration, cost estimating and analysis, quality control/quality assurance, scheduling and cost control, and start-up operations. Our construction professionals, who have years of hands-on construction industry experience, can provide valuable input during the design stages on how to make a design more clear and hence, less expensive to construct.

Point of Contact Information

Physical Address: 5000 West Military Highway, Suite 100, McAllen, TX 78503
Mobile: 956.458.2343 | **Office:** 956.445.5235 | **Email:** rgarcia@halff.com | **Fax:** 956.664.0280

We appreciate the opportunity to continue our relationship with the City of Edinburg. As your Project Manager, **I will be your primary point of contact** on all correspondence and communication pertaining to this RFQ. **I am an officer of the firm and am authorized to bind the firm in professional service contracts**. Please do not hesitate to contact with any questions about our team or qualifications.

Sincerely,

Raul Garcia, Jr., PE, CFM | Land Development/Public Works Team Leader

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1. Overall Qualifications of Team

FIRM INFORMATION

COMPANY PROFILE

Halff is an employee-owned full-service engineering firm headquartered in Richardson, Texas. The firm provides services throughout the Southeast from 32 offices in Texas, Arkansas, Oklahoma, Louisiana, and Florida. Halff is ranked #85 in *Engineering News-Record* magazine's list of the top 500 design firms in the United States. The firm was founded in Dallas in 1950 by Albert H. Halff, Ph.D.-Eng., PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service, and commitment to quality. We are a progressive firm committed to providing value with creative solutions to design challenges.

Our people are individuals with diverse, yet complementary, professional backgrounds. Most of our professional staff began their careers with Halff directly after college and have grown in their careers knowing that our commitment to quality is the cornerstone of the firm. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

Halff by the Numbers

Areas of Specialization

Halff's areas of specialization include the following:

- Broadband
- Construction Services
- Energy
- Environmental
- Flood Infrastructure Design
- Geographic Information Systems
- Geospatial
- Intelligent Transportation Systems (ITS)
- Information and Communications Technology (ICT)
- Land Development
- Landscape Architecture
- Local Infrastructure
- MEP Engineering
- Planning
- Resilience
- Right of Way (ROW)
- Structural Engineering
- SUE/Utility Coordination
- Surveying
- Transportation
- Water Conveyance and Pumps
- Water/Wastewater Treatment
- Watershed Plans and Studies

OFFICE LOCATION WHERE THE WORK WILL BE PERFORMED

These projects will be managed from our McAllen office with support from our Brownsville, San Antonio, and Austin offices. Our McAllen office has 62 professionals ready and available to serve the City of Edinburg. We have the depth of resources to provide unmatched service for the City.

CONTACT INFORMATION

As Project Manager, **Raul Garcia, Jr., PE, CFM** will be your primary point of contact for any future projects. In the instance that Raul is unavailable, the secondary contact for these projects is Principal-in-Charge, **Marcos Diaz, PE, LGPP**. Their contact information is as follows:

Raul Garcia, Jr., PE, CFM | Project Manager
Land Development/Public Works Team Leader
Office Location: McAllen
rgarcia@halff.com | 956.445.5325

Marcos Diaz, PE, LGPP | Principal-in-Charge
Vice President | Operations Manager, McAllen
Office Location: McAllen
mdiaz@halff.com | 956.451.7197

HALFF'S UNIQUE QUALIFICATIONS

Halff understands there are many important qualifications to selecting a qualified engineering firm. Halff has assembled a highly-qualified team with a proven history of working together and specialized experience in all aspects of the anticipated project. Our team is committed to the success of the project and will apply our knowledge and experience to:

- Be available and immediately responsive
- Listen to and understand your objectives, goals, and constraints
- Understand the regulatory and permitting requirements associated with the project
- Provide varying options for each design problem to enable selection of solutions which best fit your needs

These factors will contribute to a successful project that meets your needs, goals, milestones, budget, and schedule.

Halff has routinely performed Construction Administration and Construction Management Services for clients all across the state. We pride ourselves in acting as a trusted advisor to our clients and building relationships that make the project process run smoothly, resulting in successful completion that frequently exceeds client expectations and goals.

We have capacity and capabilities to meet the City's construction management, project management, and engineering needs. Our team was strategically assembled to deliver the skillset needed across the variety of services, encompassing project approach and construction management plan development as well as the project close-out phase.

EXPERIENCE AND HISTORY IN PERFORMING PROJECT MANAGEMENT SERVICES IN A TIMELY MANNER

Halff understands that the services we provide to our clients are based upon a commitment that projects will be completed in a timely and professional manner. With this commitment comes a determination to allocate the technical team, support staff, and resources required to project success.

The key to completing a dedicated and accelerated project on time is establishing a realistic schedule that everyone agrees to. Halff will prepare a detailed schedule early in the project, get "buy-in" from all parties and keep the City informed throughout the project. **Our record of successful project management is one of the key qualifications we offer to the City.** We routinely meet project deadlines and stay within our budgets, which is largely attributable to the quality of the Project Managers and Designers that we have on the project team. We stay in constant contact with City's Project Manager and document all City staff input, making certain that Halff's designs meet the City's needs and expectation. This level of management and documentation results in complete, thorough, cost-effective designs that minimize unforeseen circumstances during construction.

Experience within the Past Two (2) Years

Our ability to maintain the work schedule is part of what will create successful projects/tasks. Halff has a reputation of meeting the schedules that have been established by the project's owners. Our key to successful project execution is to develop the project schedule up front and to identify the required staffing levels. An integral part of developing the schedule is continued involvement with both the client and relevant regulatory agencies.

Our Purpose

We improve lives and communities by turning ideas into reality.

Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A few projects that demonstrate our ability to deliver projects on time within the past two years include:

- **City of McAllen, Bicentennial Boulevard | McAllen, TX.**
  This project was scheduled to be completed in June of 2021 and was completed in February of 2021. Successful project management allowed for this project to be completed **four months sooner** than anticipated.
- **Harris County Drainage District No. 1, 2018 Drainage Bond Project No. 24 | Harris County, TX.**
  This project had multiple phases that were completed on time. The County Commissioner desired that this project went underway as soon as possible. Successful project management and utilizing our in-house staff to fast-track this project resulted on it being **bid three months early** and was completed **within the expected time frame**.
- **Rio Grande City, Street Improvements | Rio Grande City, TX.**
  This project was scheduled to be completed in September of 2023 and was on time. Successful project management allowed for this project to be completed **within the expected time frame.**

Bicentennial Boulevard | McAllen, TX

INSURANCE COVERAGE

Please see our itemized insurance coverage below. In accordance with the requirements of this RFQ, we have also included our insurance certificate as a separate document.

Category	Coverage
Commercial General Liability	Each Occurrence (EO) ($2,000,000); Damage to Rented Premises - EO ($500,000); Medical Expenses ($25,000); Personal and ADV Injury ($2,000,000); General Aggregate ($4,000,000); Products - Comp/OP AGG ($4,000,000)
Automobile Liability	Combined Single Limit - Each Accident ($2,000,000)
Umbrella Liability	Each Occurrence ($5,000,000); Aggregate ($5,000,000)
Worker's Compensation	Statutory Limits
Employer's Liability	Each Accident ($1,000,000); Each Disease - Per Employee ($1,000,000); Each Disease - Policy Limit ($1,000,000)
Professional Liability	Per Claim ($1,000,000); Aggregate ($1,000,000)

PROFESSIONAL SERVICES AGREEMENT

Halff has read the Professional Services Agreement and will meet the prerequisite insurance requirements. If selected, Halff would like to the opportunity to discuss items outlined in sections 10 and 11. Halff also requests the opportunity to negotiate some of the terms and conditions in the Professional Services Agreement.

INSURANCE CLAIMS AGAINST THE FIRM WITHIN THE PAST FIVE (5) YEARS

Response

Halff Associates employs more than 1,400 people in 32 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 5,000 active projects at any given time. Accordingly, on rare occasions Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general insurance. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality requirements are often specifically addressed in settlement release documents or employee-employer privacy restrictions or pursuant to contract requirements. Due to these circumstances Halff can only release this confidential information under specific request and with the dual understandings (a) that any such information is and shall remain privileged and confidential, coupled with the further understanding (b) that any such disclosure by Halff could only be provided if such confidentiality were strenuously protected by both the City and Halff. Notwithstanding the foregoing, Halff may still be prohibited from disclosing information. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, Halff and City agree that any and all relevant protections (exclusions) under the Texas Open Records Act and the Freedom of Information Act (FOIA) are applicable. **Halff has never been adverse to the City of Edinburg (City) in any litigation or insurance claims**. Halff can and does affirm, however, that there are no significant prior or ongoing matters that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Halff's legal counsel will consider requests for specific information regarding the status of the protected matters described above. Halff's General Counsel, Mr. Dan Tanksley can be reached at dtanksley@halff.com or 214-346-6290.

CONFIDENTIAL – FOR INTERNAL CITY USE ONLY – NOT FOR DISCLOSURE

ANY AND ALL EXCEPTIONS / PROTECTIONS UNDER THE TEXAS OPEN RECORDS ACT AND THE FREEDOM OF INFORMATION ACT ARE HEREBY CLAIMED BY HALFF

PROJECT UNDERSTANDING

Halff understands that as a City of Edinburg Representative, Raul, and the Halff team will be authorized to issue and receive notices, correspondence, and other communications, meet with contracting parties, and represent the interests of the City. Halff is ready and capable of encompassing all the related services listed in this RFQ and as defined below.

PRELIMINARY WORK

The Halff team has experience in the project management process, overseeing consultants and subconsultants design work, tracking schedules, and facilitating the engineering process by providing guidance and responses during the design process through construction. We have the experience and resources to take projects from concept to completing the pre-construction process, construction oversight of projects, and the project close-out process. Our Project Manager is available to be a full-time representative and will commence with the development of a **Project Approach** and **Construction/Project Management Plan**, specifically tailored to each project. Halff will work with City representatives to develop a **Project Management Plan (PMP)** for the projects, which shall define and document all requirements of the project. During the development of the PMP, Halff will develop a **Master Schedule** that will serve as the roadmap for construction, outline the Furniture, Fixtures and Equipment (FF&E) procurement, and project close-out activities. This schedule will be updated as a project progresses. Halff will also prepare a Master Budget that incorporates all project costs, from design to construction, including all ancillary costs such as acquisition, FF&E, permitting, and start up.

PRE-CONSTRUCTION

Once a project has been identified, the Project Manager will work with City to identify a suitable site for the project. The **site investigation** will consider many factors such as access, space, environmental and developmental constraints, legal boundaries, constructability of the site, and availability of the needed public and franchise utilities. The Project Manager will work with the City's design team to assist with the logistical aspects of developing construction plans, such as assisting the project team with obtaining the permits needed, defining easements needed, and coordinating with utility providers to keep the project on schedule and within budget. The team's experienced personnel will be involved in **Contractor Bid Solicitation and Selection**, **Bid**, and **Award** and will organize and conduct a **pre-construction conference**. Halff will confirm that all applicable permits have been applied for and issued, and will verify that insurance certificates have been filed as required prior to initiation of the work. Halff will also be issuing the **Notice of Award** and **Notice to Proceed** on behalf of the City.

CONSTRUCTION PHASE

During this phase, the Halff team will be **overseeing the day-to-day construction activities** and will work to make sure all consultants and construction firms fulfill their contractual responsibilities. Halff will be conducting **Construction Administration (CA)** services throughout the duration of the construction of the project. The CA procedures will be detailed in the PMP. During this process, Robert Tovar will be compiling field reports and will verify that the contractor prepares a daily log of all project activity such as what equipment is on-site, general description of work performed and location, issues and areas of concern or critical to job progress, material/equipment deliveries, and weather. Raul and Robert will work together to determine a time frame when it will be necessary to involve the Mechanical, Electrical, and Plumbing (MEP) team in charge of vertical improvements. **Monthly progress reports** will be put together outlining the activities of the preceding month. **Progress photos, project progress meetings, and periodic schedule reviews will take place**. The CA services will also include change order reviews, and will incorporate cost and schedule impacts into the project **cost reports** and the **construction schedule**. A submittal/**shop drawings** and tracking process will be developed and monitored each week. The team will **review all payment applications** and develop a process for the **review and approval of the contractor payment applications**.

PROJECT CLOSE-OUT

The close-out procedures commence when work is completed. All documents will be transmitted to the City, the final payment request will be submitted, and a final project report inclusive of all close-out documentation, progress photos, etc. will be prepared. Halff will then monitor any final inspections, coordinate the required occupancy permits, and work with project architects and contractors on all applicable warranties and guarantees.

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PHILOSOPHY, APPROACH, AND METHODOLOGY

Listed below are the five steps that best describe Halff's approach to performing the services and providing the deliverables required of a Project Manager.

INITIATION

Halff recognizes the importance of initiating a project with as much collaboration and input from the client as possible. Prior to submitting a detailed scope of work and fee proposal, **Halff will meet with City staff to understand your strategic goals, objectives, and priorities for the project**. This understanding will allow us to formulate and create the project scoping document. A scoping document will be the basis for recommending either a feasibility study with an accompanying report - or - a phased project approach outlining activities such as programming, schematic design, developed design, construction documents, and construction execution.

In this initial step, it is vital to understand the City's goal for the project, the budget and time frame for the project, and several other key project elements. Specifically, Halff will want to understand the following:

- Essential project objectives and key deliverables
- Priority of project elements and features
- Stage of the project (planning, design, or construction)
- Code and design requirements
- Project siting and status of ownership
- Special funding related requirements
- Established a protocol for project submittal review and approval
- Schedule and phasing expectations
- Budget
- Known constraints
- Key stakeholders (internal and external)
- Reporting frequency and medium
- Specific deliverables

This understanding allows us to formulate and create the project scope breakdown that will be included in our proposal. Our proposal will include the scope of work for each task in the work breakdown, with general time frames so that the City can review and comment before executing the contract and issuing a notice to proceed.

PLANNING

Before developing a construction project management plan, it is important to give form to the proposed project and the work it will take to bring it to fruition. **The Halff team will review the available information on the project to understand the existing constraints, challenges and prior work that has been performed**. If a project site is selected, we will make field visits to verify our findings and assumptions, and will compile a list of areas where more information and study is required. Any previously created schedules, budgetary costs, and assumptions will be reviewed and incorporated or modified as deemed appropriate after collaborating with the City.

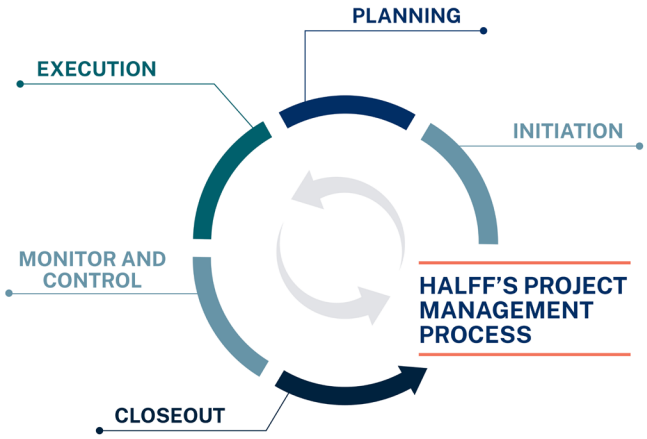
Creating a scoping document is essential to establishing project cost controls and a work breakdown structure (WBS). The scope of work – the narrative description of City's and Halff's understanding of the work to be performed, the project requirements, the deliverables, and the major project elements – will be summarized and included in our proposal. **A PMP will then be developed that designates the duties of each team member, and assigns a preliminary project schedule and estimate of costs so that the City can adequately program the project's budget to know when they can expect to execute a purchase order for certain tasks**.

EXECUTION

At the start of every project, we will identify all the internal and external stakeholders with interests in the project. We understand the project team may include end users, facilities maintenance, engineering and planning members, project design team members, as well as procurement members from purchasing, key vendors, and service companies. Coordination with utility companies and other entities from whom a permit or other approval is anticipated for the completion of the project will be initiated at the outset of the project. **This will allow the team to develop a complete project directory and establish communication protocols for the team and the project**. It will also allow the Project Manager to adjust the work plan, team, and schedule early in the project if a utility company or external stakeholder reveals an unknown constraint or task that will need to be addressed. Project constraints such as permitting,

rules and regulations, environmental issues, and occupancy, which could affect project funding and schedule, are something we will address at the beginning of the project.

It is at this stage of the process where actual tasks in the work plan are implemented. Tasks can include evaluations, development of concepts for the main infrastructure, geotechnical investigations, preparation of a plat, plan development, and construction document review, etc. Raul will make sure the team is working on all needed tasks and will have regular coordination meetings with all team members so that there is a shared vision for the project, resolve any issues and challenges, and coordinate any major changes in the design jointly. Raul will also have regular meetings with the City, and any other stakeholders needed, for the execution of the project. Prior to meetings, agendas will be prepared, submitted, and agreed upon by the client to make sure progress and all issues are addressed. Our staff will promptly document each meeting with meeting minutes. Action items are clearly stated and assigned to verify accountability by all parties.



A Master Project Schedule with major measurable milestones will be developed with completion dates and budget allocations for all phases of the project. Your Project Manager, Raul, will meet regularly with the City and the project team to discuss the progress of the project and monitor activities so that the project is being developed and delivered according to the work plan and schedule. **Halff uses scheduling software such as Microsoft Project and Excel to create easy to read graphical displays and bar charts to track the progress of the project**. It will be Raul's responsibility to keep the project on schedule and within budget.

Design Professional Costs

As stated above (page 8), the WBS is a key function that breaks down the work into smaller and manageable components. Halff has a formal process for creating work plans which identifies tasks and deliverables by discipline throughout the project. Our Project Principal, Project Manager, and Task Leaders monitor activities to make sure that projects are being developed and delivered according to plan.

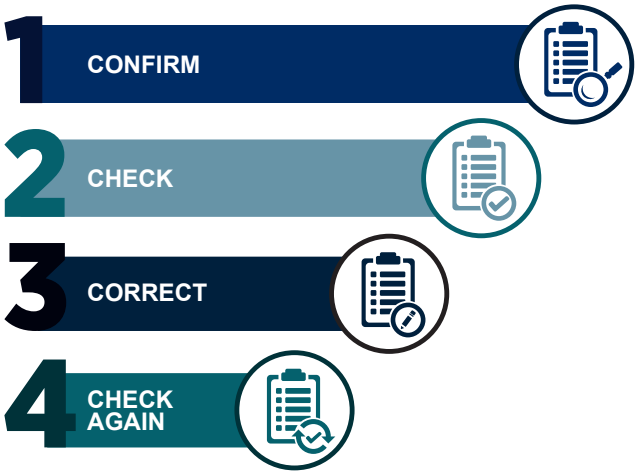
Construction Costs

In conjunction with scope management, project construction costs are established, refined, and monitored throughout the design, bidding, and construction phases. We have developed tools which include databases for civil and MEP infrastructure, structural, and FF&E systems costs. Because systems are not well defined early on, we use an empirical approach and rely on metrics such as cost per square foot and benchmarks for building types from previous projects and industry research, such as RS Means. The construction cost figures initially will be rough order of magnitude costs that will be reduced and tightened as the project develops and the uncertainties and unknowns become known.

MONITORING AND CONTROLS

A designated team member will make sure that the end product is complete at each phase, well-coordinated, and accurate. We will apply our experience by reviewing documents throughout the design process. We know that all documents must be thorough and accurate, and the services provided must be of exceptional quality. To achieve these goals, we have established a QA/QC approach which has proven to be successful.

The Halff QA program requires each project to include an independent peer review before each major submittal to an owner. As Project Manager, it is the responsibility of Raul to implement this program and our QA/QC Managers, Robert Saenz, PE, CFM, PMP, DBIA, LGPP and Trey Murray, III, PE, LEED AP responsibility to provide quality assurance under this program.



CLOSE-OUT

Closeout refers to the actual completion of a task and/or the entire project. At this stage, Halff's Project Manager, Raul will deliver a submittal to the City. Our Principal-in-Charge, Marcos Diaz, PE, LGPP, will follow up with the City on their satisfaction with the deliverable and provide any feedback to the team. The team will discuss any lessons learned on the task execution and develop strategies to mitigate any issues moving forward. At the end of the construction project, the final project document deliverables, in accordance with the contract, will be delivered to the client for their records and use.

Any project closure documentation required by the City or any funding agency will be provided, and the record, training, and certification/commissioning of all start-up activities will be gathered and transmitted to the City. Halff will work with the deign team to assemble the warranties and guarantees for the project. Halff retains all project related information digitally for a period of three years, unless we are contractually obligated to destroy it or retain it for a different period of time.

ABILITY TO MEET SPECIFICATIONS

Halff has the knowledge, experience and resources to meet the specifications of this project. Our Project Manager, Raul, has more than 24 years of experience with similar projects. The key PMP processes highlighted above are those which, when practiced skillfully, will produce the opportunities for exceptional project performance. It will be Raul's responsibility to keep these challenges in mind during the whole project delivery process, and to plan for the reconciliation of any one of them if they become out of balance.

Halff recognizes there are technical aspects of each project which must be accomplished to create a successful outcome. These include proper system selection, sturdy detailing, coordination between the work of various disciplines, and sensible aesthetics. Furthermore, there are the essential intangible elements to be considered, including effective communication, understanding how the architecture must support the needs of the facility's intended use and activity, and having the right team composition for each task of the project so that the intended result is achieved. When a PMP is in place, it frees the design team to produce its best design response to each and every one of the City's task orders. Our experienced team brings several years of design knowledge design in their respective fields and has overseen many of these design projects for our clients in the region.

Simply put, Halff knows Edinburg and we know construction.

PROJECT TEAM

ORGANIZATIONAL CHART

Resumes for these individuals can be found on **page 31** under the index.

CITY OF EDINBURG

Marcos Diaz, PE, LGPP
Principal-in-Charge

Raul Garcia, Jr., PE, CFM
Project Manager

John Clint, PE
Deputy Project Manager

Robert Saenz, PE, CFM, PMP, DBIA, LGPP
Technical Advisor | QA/QC Manager *(Horizontal)*

Trey Murray, III, PE, LEED AP
Technical Advisor | QA/QC Manager *(Vertical)*

Project Manager Assistants

Andrew Salinas, PE, SIT | Romeo Barrera, PE | Rachel De Luna, PE | Solveig Klassen, PE

Task Leads

HORIZONTAL SERVICES

Civil | Site
Robert Tovar
(Senior Inspector)

Utility Conflict Manager
Michael Hammack

Utility Improvements
Berenice Chapa, PE

Value Engineering
Kristina Leal, PE, CFM

Survey
James Russell, RPLS

Real Estate
Lorena Corpus

VERTICAL SERVICES

Mechanical Systems
Greg McFarland, PE

Electrical Systems
Gabriel Benavides, Jr., PE

Plumbing Systems
Luis Hernandez-Nava, PE, WELL AP

Support

HORIZONTAL SERVICES

Civil | Site
Angelica Neira
Matias Ramos, EIT

Utility Improvements
Mark Cantu, EIT
Joe Flores

VERTICAL SERVICES

Mechanical Systems
LeRoy Martinez, PE
Dean Lizzotte, EIT

Electrical Systems
Guadalupe Rodriguez, III, EIT

Plumbing Systems
Eddie Martinez

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PROOF OF LICENSES AND CERTIFICATIONS

Halff is an employee owned, Texas Corporation (Texas Board of Professional Engineers and Land Surveyors (TBPELS) Registration Number 10194444/F-312) that provides engineering and surveying services throughout Texas and the Southern US.

A copy of Halff's Certificate of Registration from the Texas Board of Professional Engineers and Land Surveyors can be found to the left and copies of the TBPELS licenses (pulled directly from the TBPELS website) for all applicable key personnel proposed to work on these projects are included below and on the following pages.

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

HALFF ASSOCIATES, 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
10194444

Expiration Date
12/31/2023

PROFESSIONAL ENGINEERS | REGISTERED LAND SURVEYORS

GARCIA, RAUL JR. — **PE# 94855**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-15-2004	09-30-2024	HALFF ASSOCIATES INC

CLINT, JOHN WRIGHT — **PE# 85417**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	07-23-1999	06-30-2024	Halff Associates Inc

DIAZ, MARCOS — **PE# 107249**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-29-2010	09-30-2024	Halff Associates

SAENZ, ROBERT LENTON — **PE# 82072**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	02-13-1997	12-31-2023	HALFF ASSOCIATES INC

MURRAY, MENTON JOSEPH III — **PE# 87004**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	07-21-2000	06-30-2024	HALFF ASSOCIATES INC

SALINAS, ANDREW ANTHONY — **PE# 128943**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-04-2017	09-30-2024	Halff Associates Inc

BARRERA, ROMEO ALEJANDRO — **PE# 146472**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	10-17-2022	09-30-2024	Halff

DE LUNA, RACHEL ELIZABETH — **PE# 124887**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	,	12-08-2016	09-30-2024	HALFF ASSOCIATES

KLASSEN, SOLVEIG AINSLEY — **PE# 147784**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	03-03-2023	12-31-2024	Halff

CHAPA, BERENICE — **PE# 147965**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	03-18-2023	12-31-2023	

LEAL, KRISTINA DEANNE — **PE# 94759**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Civil,	12-15-2004	09-30-2024	Halff Associates

RUSSELL, JAMES WILLIAM — **RPLS# 4230**

Status	Granted	Expires	Firms
Registered	9-9-1983	12-31-2023	10029600 - HALFF ASSOCIATES, INC. 10194444 - HALFF ASSOCIATES, INC

MCFARLAND, GREGORY DALE — **PE# 114984**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	09-03-2013	06-30-2024	Halff Associates

BENAVIDES, GABRIEL JR. — **PE# 119255**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Electrical/Computer,	01-05-2015	12-31-2024	HALFF ASSOCIATE, INC.

HERNANDEZ NAVA, LUIS EDUARDO — **PE# 147927**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	03-14-2023	12-31-2024	Halff

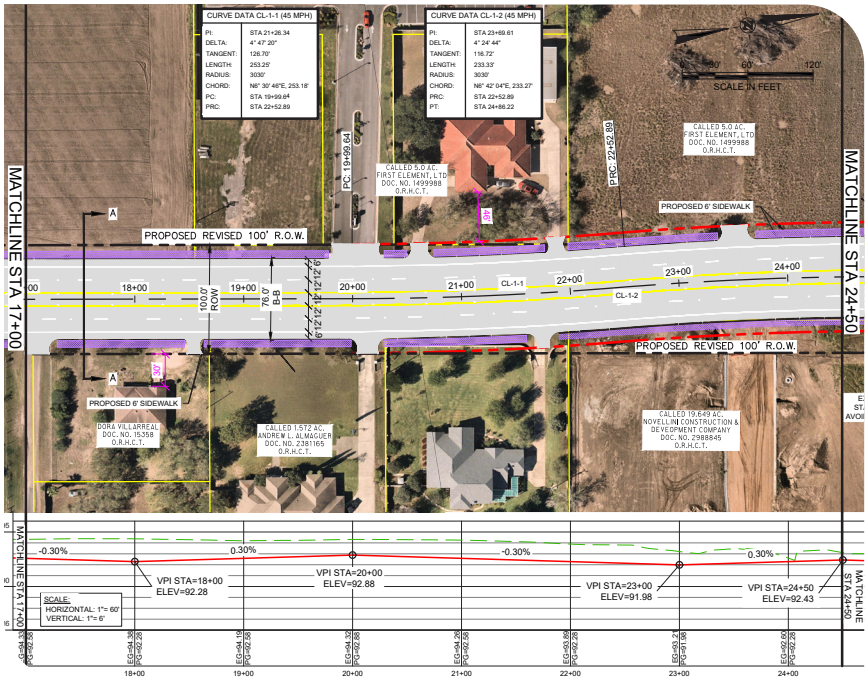
MARTINEZ, LEROY — **PE# 150870**

Status	Branch(s)	Granted	Expires	Employer(s)
Active	Mechanical,	11-28-2023	09-30-2024	

2. Previous Experience with the City

PAST PROJECT EXPERIENCE WITH THE CITY

Halff has been in Hidalgo County since 1993 and in Texas since 1950. Our experienced team brings many years of combined experience of design in their fields and has overseen the construction of many projects in the Rio Grande Valley. We have a long-standing relationship with the City of Edinburg. As a firm, **Halff has completed over 35 projects with the City**. A few of those related projects are highlighted below:



Completed: Est. November 2024

Scope: Schematic Design, Survey, ROW

Project Team: Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; James Russell, RPLS; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Romeo Barrera, PE

Reference
Queo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services

City of Edinburg | Edinburg, TX

The Sugar Road schematic alignment project consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff provided surveying services, including locating all surface improvements located within the ROW, establishing horizontal and vertical control for design, and supplemental topography inside the ROW. Texas State Plane Coordinate System was utilized for control to allow for easily transferable data to the City. The schematic went through several iterations with City staff to determine the most cost efficient location for widening. A final schematic layout was provided to the City of Edinburg for future budgeting purposes. Parcel surveys were also prepared for approximately 65 parcels to allow for the acquisition of additional ROW.

Halff is also providing the acquisition services for this project and working with appraisals to acquire the additional ROW. The future widening of Sugar Road will alleviate additional traffic that will be generated from University of Texas Rio Grande Valley, as this is a major arterial roadway to the campus.

U.S. Highway North 281 Water Distribution System Improvements

City of Edinburg | Edinburg, TX

The project consists of water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines that were conflicting with the proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch, and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City of Edinburg to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building purposed for housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

Completed: June 2023

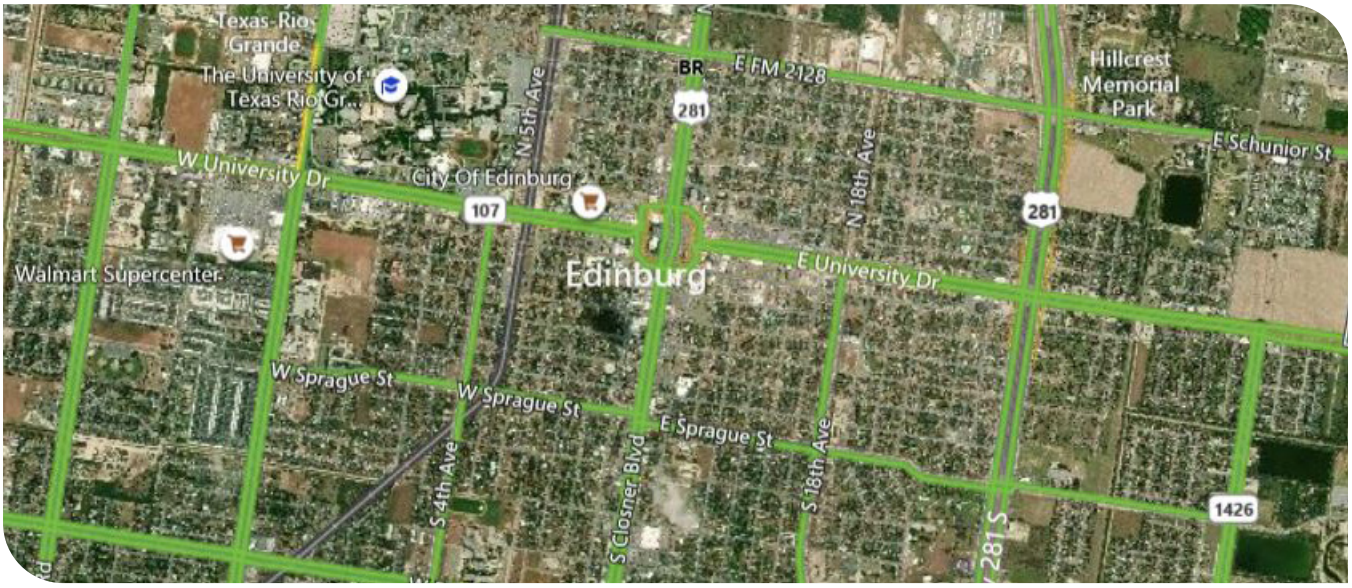
Scope: Water Line Improvements/ Replacement, TxDOT Coordination

Project Team: Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT

Reference
Gerardo Carmona, Jr., PE
Utilities Director
City of Edinburg
956.388.8210
gcarmona@cityofedinburg.com

Various Right of Way Acquisition Projects

City of Edinburg | Edinburg, TX



Halff has provided/is providing right of way (ROW) acquisition services on an "as needed" basis for the City of Edinburg. The required services includes, but is not limited to, appraisal review, negotiation, title coordination, project management, and administrative services. Projects under this on-call contract include:

SUGAR ROAD

Project consists of acquisition of approximately 60 parcels for the Sugar Road widening in Edinburg, Texas. Services includes Negotiation, Title, Curative, and Closing support. Services for this project are ongoing.

CHAPIN ROAD

Project which consisted of the acquisition of 1 parcel for bridge improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

ALBERTA ROAD

Project consisted of the acquisition of 1 parcel for the expansion of Lift Station 42 in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in 2019.

CANTON ROAD

Project consisted of the acquisition of 1 parcel for drainage improvements in Edinburg, Texas. Services included Negotiation, Title Curative, and Closing Support. Services were completed in August 2020.

Completed: Various Dates

Scope: ROW Services - Negotiation, Title Curative, Closing

Project Team: Lorena Corpus; James Russell, RPLS; Raul Garcia, PE

Reference
Queo Hinojosa, PE
City Engineer
City of Edinburg
956.388.8210
mhinojosa@cityofedinburg.com

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OTHER SIMILAR PROJECT EXPERIENCE

Included in this section are similar projects that highlight Halff's competency and experience in project/program management, pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management, and project close-out phases.

On-Call Engineering Services

City of Bulverde | Bulverde, TX

As the City Engineering Consultant for Bulverde, Halff uses our full range of technical skills to provide comprehensive engineering services for the City's municipal engineering needs. Most work is done on a time/materials basis with an approved fee schedule. The primary service performed is the development of reviews including drainage/stormwater management plans, plat reviews, traffic impact analysis (TIA) reviews, and construction plan reviews. Drainage plan reviews include a review of detention calculations, as well as complex hydrologic and hydraulic model reviews. Halff has also provided street maintenance inspections, developed a three-year Street Maintenance Plan, and created a work plan including specifications and bid packages. Halff's engineers also routinely perform infrastructure **construction inspections** for City facilities that are being built by private developers.

Additionally, the Halff team provides **land development construction observations** for QA/QC on roadway, drainage, and utility construction projects in the City. These include a review of **construction documents** to verify the contractor's compliance with the design, overseeing field material testing, logging and recording all inspection reports, and running pre-construction meetings and final walkthroughs. Additional inspection responsibilities include SWPPP inspections, lime treatment of subgrade, base material placement and compaction, asphalt, rebar and form inspection, concrete inspections, trench backfill and compaction, traffic control, and tree protection.

Completed: Ongoing

Scope: H&H Analysis, Transportation/Traffic Analysis, Planning and Design, Floodplain Development Permit Review, Reviews (Drainage, Site Plan), Value Engineering, Survey, Bid Assistance Services, Construction Administration and Inspection, Stormwater Management Inspection and Design, Public Outreach.

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; James Russell, RPLS

Reference
Timothy Parker
Director of Public Works
City of Bulverde
830.380.3049
tparker@bulverde.gov

Completed: September 2022

Scope: Civil Engineering, Structural Engineering, Electrical Design, Bidding, Construction Administration Services

Project Team: Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Gabriel Benavides, PE; Solveig Klassen, PE

Reference
Roy Rodriguez, PE
General Manager
City of McAllen
956.681.1630
rrodriguez@mcallen.net

Anzalduas LPOE North-Bound Lanes Expansion

City of McAllen | McAllen, TX

Halff provided civil, structural, and electrical design as the Engineer of Record for the renovations at the Anzalduas Land Port of Entry (LPOE) in McAllen, Texas. The project was designed for the City of McAllen, General Services Administration (GSA), US Customs and Border Protection (CBP), and the Anzalduas International Bridge Board while complying with P130 US Customs and Border Protection Design Standard for US LPOE.

The project scope included surveying for design and establishing control points, and correcting the drainage at the inbound Primary Inspection Lane 1 and the Inbound Secondary Inspection Area. 12,000-lf of concrete curb was installed, along with 3,000-lf of speed bumps. Halff also provided services for two additional northbound pre-inspection canopies and additional inspection booths with canopy for the two additional lanes. Primary inspection components included LPR and RPM systems that were designed with required conduits and foundations. Wastewater services were provided to capture condensate lines discharge of existing and proposed ac units located on booths. Approximately 32,800-sf of paving improvements were provided for the two additional inspection lanes and 1 by-pass lane. Signage and striping was also included to match the existing LPOE design and current standards. Removal of two existing high mast illumination poles was required to accommodate improvements. The two poles were relocated with new foundations and installed west of inspection lanes. The storm water for the proposed improvements surface flow into a proposed swale that connects to an existing drain ditch and detention facility within the LPOE property and ultimately outfalls to the City of McAllen drainage system.

Bidding and Construction Administration Services included preparation of the bid set, development of Addenda, responding to bid questions, attending the prebid conference, and a bid analysis for TxDOT. The Halff team also attended daily site visits, monthly Owner/Engineer/Contractor progress meetings, performed submittal reviews, responded to Requests for Information (RFIs), reviewed pay applications, and performed close out procedures.

Bicentennial Boulevard Extension

City of McAllen | McAllen, TX

This project extended Bicentennial Boulevard from Trenton Road 2.86 miles north to SH 107. **Halff developed both the construction documents and technical specifications for the project**. The objective of this project was to provide traffic mobility and connectivity from McAllen-Miller International Airport to SH 107. This project involved the **construction of a new four-lane undivided urban roadway**, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier. The project was let by the City of McAllen and overseen by the Texas Department of Transportation (TxDOT) Pharr District.

Halff reviewed the contractor's bids during the bidding phase and developed the bid summaries for the City. Once under construction, Halff was responsible for running the Owner/Engineer/Contractor monthly meetings, reviewing submittals, addressing RFIs, reviewing the monthly application for payments, processing change orders, reviewing TxDOT material on hand summaries, reviewing TxDOT Buy America forms, and performing monthly site visits. Halff also assisted the City during close-out by conducting a final punch list of pending items and preparing the final reconciliation change order and record drawings.

Completed: February 2022

Scope: Environmental, Survey, Utility Coordination, Civil Engineering Design, Structural Design, Landscape Architecture, Bidding, Permitting, Construction Administration

Project Team: Raul Garcia, Jr. PE, CFM; Marcos Diaz, PE, LGPP; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Mark Cantu, EIT; Solveig Klassen, PE

Reference

Eduardo Mendoza, PE
Director of Engineering
City of McAllen
956.681.1150
edmendoza@mcallen.net

Sprague Road Interceptor Sewer

McAllen Public Utility | McAllen, TX

Halff was involved in the Sprague Road Interceptor, a deep, gravity wastewater line and is the first phase of an overall project to serve the subdivisions and Colonias within the project area. Before starting the design, Halff developed an Engineering Feasibility Report for the Interceptor and a separate PER for the proposed lateral trunk lines. Halff helped prepare and submit an application for MPU to request funds under the TWDB's Economically Distressed Area Program. The design of the collection system began when both reports were approved. Halff ran a model of the sewer interceptor using Bentley SewerCAD to calculate the hydraulic grade line. Coordination with local regulatory agencies was critical to provide a smooth and successful project including the City of McAllen, McAllen Public Utility, TxDOT, Hidalgo County Drainage District, United Irrigation District, Texas Gas Service, AEP, and other franchise utility companies.

To the extent possible, existing available rights of way will be utilized for the proposed alignment to minimize land acquisition costs. The overall service area is approximately 17,707 acres and encompasses all of the subdivisions within the planning area. Construction of this interceptor line is the first phase for servicing this area with wastewater collection and treatment services. This interceptor main is considered to be the first phase of the project and will be sized to serve all of the existing and future connections in the service area south of Mile 8 Road. The gravity interceptor varies from 18-inch to 48-inch diameter pipe. Once this interceptor main is constructed, branch mains and collection systems will be designed and constructed to provide the necessary first time wastewater collection and treatment services to the colonias and other subdivisions in this area.

Completed: March 2021

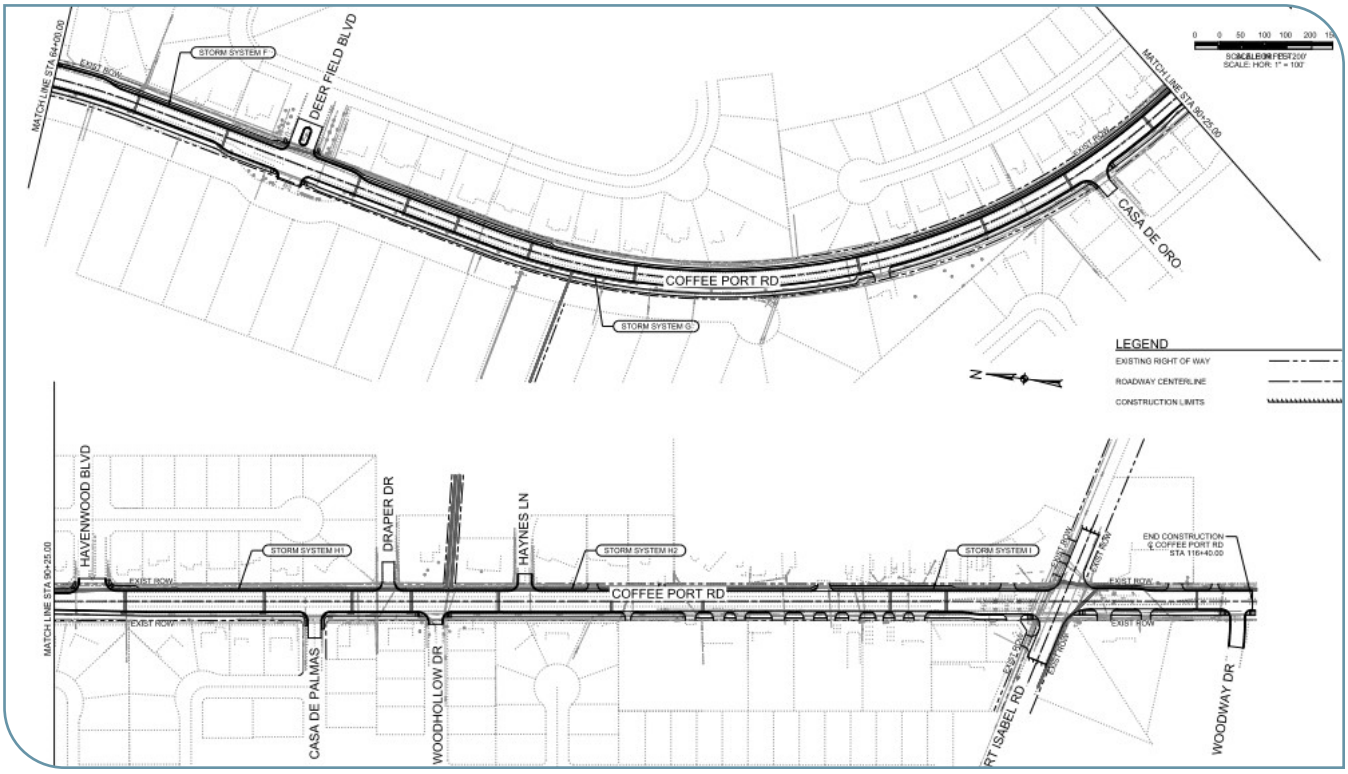
Scope: Surveying, Environmental, Civil Engineering

Project Team: Raul Garcia, Jr. PE, CFM; Robert Saenz, PE, CFM, PMP, DBIA, LGPP; Kristina Leal, PE, CFM; Solveig Klassen, PE

Reference
Mark Vega, PE
General Manager
McAllen Public Utility
956.681.1630
mvega@mcallen.net

2020 CIP Street Improvements

City of Brownsville | Brownsville, TX



Built in the 1940s as a two-lane rural cross-section, concrete panel roadway, this two-mile section of pavement has taken on numerous asphalt overlays and shoulder widenings and is considered an important East-West neighborhood collector for the residents and businesses of North Brownsville.

The current design parameters include reconstructing the entire roadway bed and developing a roadway section that incorporates curb and gutter with a wider width for three to four travel lanes, including sidewalks and a multi-use path. Included in this approximately $13.5M project is the necessary enclosed stormwater system. The relocation and up-sizing of water distribution and wastewater collection pipelines will also be included as part of this Joint-Bid Contract. All improvements are proposed to remain within the existing 80 feet of ROW. This project was part of the General Engineering Services On-Call contract.

Completed: Design in Progress

Scope: Surveying, Engineering Design, Bidding, Construction Phase Services

Project Team:
John Clint, PE; Marcos Diaz, PE, LGPP; James Russell, RPLS

Reference
Doroteo Garcia, Jr.
Assistant City Engineer
City of Brownsville
956.548.6005
doroteo.garcia@brownsvilletx.gov

Cedar Bayou Watershed Bond Implementation Program

Harris County Flood Control District (HCFCD) | Harris, Liberty, and Chambers, TX

The Cedar Bayou Bond Implementation Management (Cedar BIM) was initiated to facilitate the implementation of each of the nine projects identified in the Harris County Bond Referendum that was approved by voters in August of 2018.

As the Cedar BIM lead, Halff provides professional consulting services and project management staff to **manage and deliver bond projects** within the Cedar Bayou Watershed for the HCFCD. This is expected to be a five-year commitment to serve as a partner with HCFCD in order to substantially deliver the projects specified. The projects specified in the bond referendum were based on the recommendations presented in the Cedar Bayou Flood Risk Reduction Study (FRRS), completed in July 2018 by Halff in coordination with HCFCD and the Texas Water Development Board (TWDB). The bond implementation goals include the completion of a Preliminary Engineering Report (PER) for all nine projects, acquisition of the ultimate project ROW for each of the nine channels, **design and construction of selected projects**, and other major tasks, such as environmental investigation and permitting, cultural resources assessment, utility relocation, and general support services. **Halff represents HCFCD on all matters related to the bond projects within the Cedar Bayou watershed**.

Completed: Est. December 2024

Scope: ROW Acquisition, Civil Design, Construction, Environmental Investigation and Permitting, Cultural Resources assessment, Utility Relocation

Project Team: Rachel De Luna PE

Reference
Xin He, Ph.D, PE
Project Manager
Harris County Flood Control District
346.286.4000
xin.he@hcfcd.hctx.net

2020 Stormwater On-Call Services

City of San Antonio (CoSA) | San Antonio, TX

Halff has performed engineering design and analyses for the Floodplain Management, Project Development, and Planning Divisions through this task order-based contract. Halff has performed detailed hydrologic and hydraulic (H&H) flood mitigation analyses and developed PERs with detailed cost estimates and benefit/cost ratios for future stormwater capital improvements. Halff also **developed detailed design and construction documents** for stormwater infrastructure projects, assisting with drainage, paving, utility coordination, environmental, ROW documents, and public outreach.

Halff also serves in an hourly staff augmentation role for the Floodplain Management Division, **assisting with the construction plan and plat reviews for private development and the City's public capital improvement projects**. Halff has leveraged its database and IT solutions to revamp the City's stormwater infrastructure database for the various departments to use for planning and data collection purposes

2023 PUBLIC WORKS ALLEYS CONSTRUCTION MANAGEMENT

Recently, we have been working with the Floodplain Management and Project Development Divisions for CoSA's Stormwater Engineering Division, providing construction oversight, plat reviews, stormwater plans, capital projects, and **program administration services** for non-service alleys.

Completed: Est. February 2024

Scope: Construction Administration and Documentation**,** Drainage, Paving, Utility Coordination, Environmental, ROW Documents, Public Outreach

Project Team:
Marcos Diaz PE, LGPP

Reference
Nefi Garza
Assistant Director - Stormwater
City of San Antonio
210.207.8022
Nefi.Garza@sanantonio.gov

3. Ability to Meet Schedules and Deadlines

APPROACH TO COMPLETING PROJECTS ON TIME AND WITHIN BUDGET

Halff has a proven record of keeping projects on schedule and within budget. Halff will hold a kickoff meeting with the City to discuss project goals, deliverables, and schedule. After the initial evaluation and project walk through, **Halff utilizes Microsoft Projects** to develop a master schedule for the simultaneous completion of all program projects. Schedules will be continually updated, based on identified risks, while identifying critical path items and parallel work activities critical to verifying adherence to the schedule.

Budget should always be considered when making design decisions. Halff will continually work with the consultants to update the construction costs as the project progresses to verify that the projects stays within budget. If necessary, Halff has experience delivering value engineering to make certain that the project falls within the budget without hindering the functionality of the project.

Maintaining the work schedule will be one of the elements that will define success for this contract. Halff has a reputation for meeting the schedules that have been laid out by the project's owners. Our key to successful project execution is developing the project schedule up front and identifying the required staffing levels. An integral part of developing the schedule is involvement with both the client and relevant regulatory agencies. Our techniques include using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

TIMELY PROJECT DELIVERY

Our Project Managers are given the resources and authority to develop the working project schedule and to assign resources to meet the established schedule. Our Principal-in-Charge, **Marcos Diaz, PE, LGPP** and Project Manager, **Raul Garcia, Jr., PE, CFM**, will be responsible for developing and maintaining the schedule. All of our project managers have a record of exemplary performance on municipal projects, fully understand the design process, and can sequence schedules so that many tasks are worked on concurrently, reducing the overall project schedule.

For each component of production effort, Halff will review the project and confirm that the schedule is reasonable for their assigned tasks. Schedules will be updated regularly so that each team member can visually track progress. If for any reason a schedule varies or slips, a contingency plan will be produced for recovery. The schedule will be directed back on track by focusing the team on critical tasks, applying additional manpower to the project, or a combination of both. One key to successful schedule management is getting each team member to review the schedule and commit to the completion of their tasks. With buy-in from each professional discipline, we have been successful at completing our projects in a timely manner.

Key components to staying on schedule include:

- Establishing an end date and reinforce that date each time the schedule is discussed.
- Identifying critical decisions early and verify that action is taken by those responsible.
- Providing adequate staffing at all times.
- Making certain that those who start a task finish it, to the extent possible.
- Holding monthly design progress meetings with the university's Project Manager. Discussing, deciding, and documenting key decisions in these meetings.
- Being persistent.

> **"Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process."**
>
> **Jeff Underwood**
> **City Manager**
> **City of Alton**

CONSTRUCTION BUDGETING

The Halff team has an established reputation for delivering projects that remain within budget. Keeping projects in budget during this time of rapid inflation, increased cost of construction, and the rise in the cost of construction materials makes budget estimating a challenging task. We believe our cost estimating approach is up to these challenges and will help deliver a successful project.

Initial Budget Confirmation

Before we begin work on any project, our team will meet with the City to discuss the project budget and will seek to determine if the stated project budget is adequate to meet the project scope. Often times project budgets are established early in the project planning stages and are not adjusted to meet yearly inflation.

Accuracy of Halff's Cost Estimating

Our systematic approach to developing the Opinion of Probable Construction Cost (OPCC) is a fundamental benefit to the City. The large number of projects Halff has designed in the last five years allows us to a have substantial database of bid tabulations to draw from when preparing the OPCC for projects. Our structured approach and intensive QA/QC process makes certain that our estimated quantities and bid items are accurate, concise, and verifiable. Our ability to track cost changes occurring in the construction industry is locally focused, with a clear understanding of the global impacts and changes occurring in the marketplace at any given time. We understand the accuracy of our OPCCs provides great value to the City in maintaining the project budget established for these projects.

Updated Estimates

At each submittal milestone, the OPCC will be updated to reflect better definition of the project design. At the submittal milestone review meetings, the OPCC will be discussed, and decisions made to either remain on track with design or to modify the design if the project budget exceeds the budget established for the project. It is more efficient to make design modifications to accommodate the project budget early in the design process than waiting until the end of the project or when the project bids come in and it is much more disruptive to make changes.

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4. Stability and References

REFERENCES

Master Drainage Plan | On-Call Contract

CITY OF ALTON
Jeff Underwood
P 956.432.0760
E jeff.underwood@alton-tx.gov
509 South Alton Boulevard
Alton, TX 78573

Project: On-Call Engineering and Planning Services | Miscellaneous projects for the City of Alton under an on-call contract.

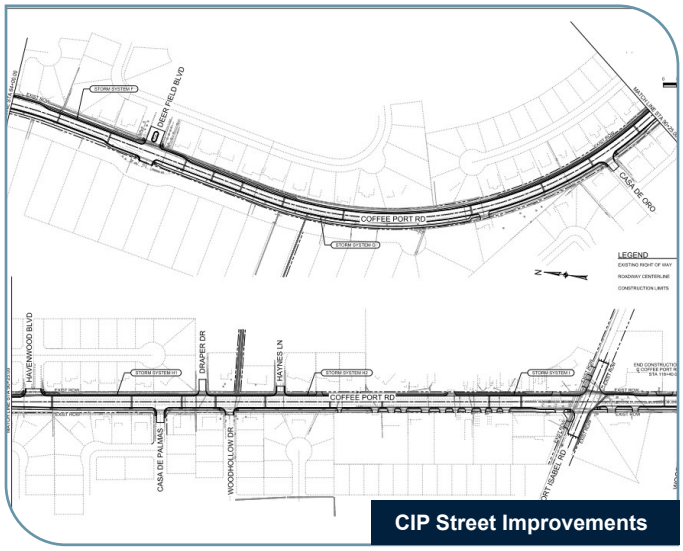
Key Personnel:
Raul Garcia, Jr. PE, CFM (Project Manager)

Bicentennial Boulevard

CITY OF MCALLEN
Eduardo Mendoza, PE
P 956.681.1150
E edmendoza@mcallen.net
311 North 15th Street
McAllen, TX 78501

Project: Bicentennial Boulevard Extension | Construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.

Key Personnel: Raul Garcia, Jr. PE, CFM (QA/QC Manager) Marcos Diaz, PE, LGPP (Principal-in-Charge); Mark Cantu, EIT (Engineer); Solveig Klassen, PE (Engineer)



CIP Street Improvements

CITY OF BROWNSVILLE
Doroteo Garcia, Jr.
P 956.547.6808
E doroteo.garcia@brownsvilletx.gov
1034 E. Levee Street, 2nd Floor
Brownsville, TX 78520

Project: 2020 CIP Street Improvements | Reconstruction entire roadway bed and development of roadway section that incorporates curb and gutter with a wider width for three to four travel lanes including sidewalks and a multi-use path.

Key Personnel: John Clint, PE (Team Leader); Marcos Diaz, PE, LGPP (QA/QC Manager); James Russell, RPLS (Surveyor)

LETTERS OF RECOMMENDATION

CITY OF ALTON
TEXAS
509 S Alton Blvd. Alton, TX 78573 • Tel (956) 432-0760 • Fax (956) 432-0766 • www.alton-tx.gov

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jeff Underwood
City Manager

December 6, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Josefa Garcia Park

Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process and were involved from the planning phase to project closeout. I will gladly provide additional details regarding Halff's performance on the above-referenced project. I highly recommend Halff Associates, Inc. for all of the services covered under this RFQ.

If you have any questions please do not hesitate to contact me at (956) 432-0760.

Sincerely,

Jeff Underwood,
City Manager

CITY OF McALLEN

JAVIER VILLALOBOS, Mayor
JOAQUIN "J.J." ZAMORA, Mayor Pro Tem & Commissioner District 2
TONY AGUIRRE, JR., Commissioner District 1
J. OMAR QUINTANILLA, Commissioner District 3
RODOLFO "RUDY" CASTILLO, Commissioner District 4
VICTOR "SEBY" HADDAD, Commissioner District 5
PEPE CABEZA DE VACA, Commissioner District 6

ROEL "ROY" RODRIGUEZ, P.E., City Manager

December 6, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Bicentennial Boulevard Roadway and Utility Extension

Halff provided value through bringing the project in on time and on budget. They provided excellent engineering services throughout the process and was involved from the planning phase to project closeout.

I will gladly provide additional details regarding Halff's performance on the above-referenced project. My contact information follows.

I highly recommend Halff Associates, Inc. for all of the services covered by this RFQ.

Thank you,

Eduardo Mendoza, PE
City Engineer
City of McAllen
956-681--1151
Emendoza@mcallen.net

P. O. BOX 220 · McALLEN, TEXAS 78505-0220 · (956) 681-1000 · FAX (956) 681-1010 · www.mcallen.net

McALLEN PUBLIC UTILITY

CHARLES E. AMOS, Chairman
ERNEST R. WILLIAMS, Vice-Chairman
ALBERT CARDENAS, Trustee
RICARDO R. GODINEZ, Trustee
JAVIER VILLALOBOS, Ex-Officio Member

MARCO A. VEGA, P.E., General Manager

December 7, 2023

City of Edinburg
Mr. Mardoqueo Hinojosa
415 W. University Drive
Edinburg, Texas 78539

Dear Mr. Hinojosa:

I am submitting this letter of reference on behalf of Halff Associates Inc. (Halff) in response to the City of Edinburg's Request for Qualifications. I worked directly with Halff on the following project:

Sprague Road Deep WasterWater Interceptor

Halff provided value by bringing the project in on time and on budget. They provided excellent engineering services throughout the process and were involved from the planning phase to project closeout.

Halff Associates, Inc. played a critical role in the success of this important project. I will gladly provide additional details regarding Halff's performance on the above-referenced project if you would like.

My contact information follows.

Sincerely,

Carlos Gonzalez, PE
Utility Engineer
McAllen Public Utility
956-681--1777
cagonzalez@mcallen.net

cc: Halff Associates

1300 W. HOUSTON AVE., • P.O. BOX 220 • McALLEN, TEXAS 78505-0220 • (956) 681-1630 • FAX (956) 681-1639 • www.mcallenpublicutility.com

PROPOSED TEAM PROJECT EXPERIENCE WITH EDINBURG

Halff has a successful history of providing engineering and construction services for projects with the City of Edinburg, ECISD, and the Edinburg Economic Development Council. The following represents the Edinburg projects in which our proposed project team members have provided services on.

PROJECT NAME	TEAM MEMBERS INVOLVED
CITY OF EDINBURG	
Fire Station No. 5 Survey	Raul Garcia, Jr., PE, CFM
Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; James Russell, RPLS; Robert Saenz, PE, CFM; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT
U.S. Highway North 281 Water Distribution System Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Dean Lizzotte, EIT; Robert Saenz, PE, CFM; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Mark Cantu, EIT
Bicycle and Pedestrian Master Plan	Raul Garcia, Jr., PE, CFM
U.S. Highway North 281 - Additional Waterline Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT; Berenice Chapa, PE; Mark Cantu, EIT; Joe Flores
Downtown Water Plant Hi-Service Generator	Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT
Solid Waste Management Boundary Surveys (Six Parcels)	James Russell, RPLS
Various Right of Way Acquisition Projects	James Russell, RPLS; Lorena Corpus
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (ECISD)	
Barrientes Middle School Lane Improvements	Raul Garcia, Jr. PE, CFM; Andrew Salinas, PE, SIT
Edinburg High School Chiller Replacement	Gabriel Benavides, Jr. PE
Lee Elementary	Guadalupe Rodriguez, III, EIT
Edinburg North High School	Dean Lizzotte, EIT; Gabriel Benavides, Jr. PE; Guadalupe Rodriguez, III, EIT; Luis Hernandez-Nava, PE, WELL AP
Ramirez Elementary	LeRoy Martinez, PE; Dean Lizzotte, EIT
South Middle School	LeRoy Martinez, PE; Dean Lizzotte, EIT; Gabriel Benavides, Jr. PE; Luis Hernandez-Nava, PE, WELL AP; Trey Murray, III, PE, LEED AP
South Middle School Cafeteria Expansion	Raul Garcia, Jr. PE, CFM; Angelica Neira

Bicycle and Pedestrian Master Plan

Robert Vela HS Cooling Tower Replacement

5. Index

RESUMES

ROLE
Project Manager

EXPERIENCE
24 Years

EDUCATION
BS, Agricultural Engineering,
Texas A&M University

REGISTRATIONS
Professional Engineer:
Texas #94855

CERTIFICATIONS
Certified Floodplain Manager:
Texas #0954-06N

Raul Garcia, Jr., PE, CFM

Raul currently serves as a Senior Project Manager and Lead Design Engineer for multiple projects in the McAllen office. He has provided land development and site work engineering for several offices, warehouse, commercial, and mixed-use developments. Raul also has experience serving as the lead engineer for multiple clients including architects, public entities, and private developers.

REPRESENTATIVE PROJECT EXPERIENCE

City of Edinburg, Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services, Edinburg, TX.

Project Manager responsible for the oversight of this project which consisted of the layout for the proposed widening of Sugar Road from Chapin Road to Monte Cristo Road. Halff worked with City staff to create several iterations of schematics to determine the most cost efficient location for widening. Other services provided included ROW acquisition and surveying.

City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.

Team Leader responsible for the water distribution system improvements along highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements. The distribution system improvements consists of removing existing PVC (approximately 27,000-lf) and AC lines (approximately 9,500-lf), and replacing them with approximately 45,000-lf of 8-inch and approximately 17,500-lf of PVC lines with all its pertaining valves, fire hydrants, service connections, etc. The project also consists of the design of a new pump station for the City to service the communities in the same vicinity. The pump station consists of a ground storage tank, and a pre-fabricated building housing the booster pumps that would feed a proposed elevated storage tank to be designed by others.

McAllen Foreign Trade Zone, Warehouse Development, McAllen, TX.

Project Manager for this project consisting of a 6.70-acre site that will be utilized for a warehouse development. The planning phase for this project consisted of coordination with the owner, the City of McAllen, Hidalgo Drainage District, and Hidalgo County in order to optimize the most efficient warehouse design that will accommodate for the storm runoff provided by the proposed development into the adjacent drainage ditch. Data acquisition and topographic surveying were conducted to identify existing conditions and issues of concern to proceed into design phase. Paving improvements included 13,610 square yards of new concrete pavement and 4,190 square yards of new asphalt pavement.

Marcos Diaz, PE, LGPP

ROLE
Principal-in-Charge

EXPERIENCE
18 Years

EDUCATION
BS, Civil Engineering, Texas A&M University - Kingsville

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #107249

Local Government Project Procedures Certified: #85070

Marcos brings experience in managing, planning, designing, and construction of projects for private and public entities involving transportation, land development, H&H analysis, storm drainage design, water/wastewater design, and preparation of construction documents including plans, specifications and engineers estimate (PS&E). He has gained experience implementing locally let projects starting with the PS&E stage and progressing through design and plan development, ROW acquisition, utility relocation, letting, contracting, and construction.

- **City of Eagle Pass, On-Call Engineering Services, Eagle Pass, TX.** Project Manager responsible for civil engineering projects throughout the City, as well as performing development and plat reviews as needed, and allocating resources to support City staff during construction with an inspector.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** Project Manager responsible for the civil design of the federal courthouse built as a Design-Build project.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Manager responsible for leading the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107 and coordinating with the Client, several City departments, McAllen Public Utility, TxDOT, and Hidalgo County Drainage District during the planning and design phase.

John Clint, PE

ROLE
Deputy Project Manager

EXPERIENCE
29 Years

EDUCATION
BS, Civil Engineering, University of Texas at San Antonio

REGISTRATIONS
Professional Engineer: Texas #85417

John has experience in water and wastewater planning and design, storm drainage and roadway design, water distribution system modeling, master plan development, civil site design, and construction management and has extensive experience with local, state, and federal funding and regulatory agencies. John also has two years of experience in geotechnical investigations, construction materials testing engineering, and construction inspection.

- **City of Brownsville, 2019 Street and Drainage Improvements, Brownsville, TX.** Project Manager and Project Engineer responsible for the drainage improvements for the City of Brownsville using General Fund, CDBG or Hurricane Dolly GLO Disaster Grant Funds to construct numerous storm drainage improvements included in the 2006 Flood Protection Study.
- **City of Brownsville, CIP Street Improvements, Brownsville, TX.** Team Leader for this project under the On-Call General Engineering Services contract. The Street CIP Improvements project included the reconstruction of five residential roadways totaling 2.5 miles in West Brownsville.
- **Brownsville Public Utility Board, WWTP Vactor Truck Facility Improvements, Brownsville, TX.** Project Manager responsible for civil site design and construction administration of Vactor Truck Disposal Facility expansion.

Robert Saenz, PE, CFM, PMP, DBIA, LGPP

ROLE
Technical Advisor | QA/QC Manager (Horizontal)

EXPERIENCE
37 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #82072

Certified Floodplain Manager: Texas #0256-00N

Local Government Project Procedures Certified: #044540

Project Management Professional: #3163483

Design Build Institute of America Certified: #D-3958

Robert brings experience in civil engineering, planning, design, project management, and construction management for public and private clients. His extensive work with city, county, state, and federal agencies has given him insight into feasibility analysis, preliminary engineering, and project financing.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **Port of Corpus Christi Authority, Rincon Road and Cut-Off Road Improvements, Corpus Christi, TX.** QA/QC Manager responsible for the quality control of this project which consisted of the 1.5-mile reconstruction of Rincon Road from the Joel Fulton International Trade Corridor, to the end of the roadway at the PCCA maintenance facility.
- **McAllen Public Utility, Bicentennial Extension Water and Wastewater - Irrigation Siphon Improvement, McAllen, TX.** Team Leader responsible for the planning phase of this project, which included providing the horizontal and vertical alignment and drainage design for the road.

Trey Murray, III, PE, LEED AP

ROLE
Technical Advisor | QA/QC Manager (Vertical)

EXPERIENCE
30 Years

EDUCATION
BS, Mechanical Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #87004

LEED Accredited Professional

Trey has experience in all aspects of MEP engineering, design, and construction management for commercial, institutional, industrial, and educational facilities. Trey has extensive experience in sustainable design with a focus on energy efficient HVAC and building systems. He has been the Mechanical Engineer of Record for eight LEED certified projects.

- **Hidalgo County, New County Courthouse, Edinburg, TX.** MEP Project Manager and Mechanical Engineer of Record for a new, 420,800-sf Justice Facility for the County. The 7-story facility includes 31 courtrooms, detention areas, clerks' offices, law library, jury selection assembly spaces, cafeteria, and public spaces.
- **Brasfield & Gorrie, San Antonio US Federal Court House, San Antonio, TX.** QA/QC Manager responsible for the quality control of the federal courthouse built as a Design-Build project which includes a 4-story building comprised of courtrooms, offices, detention spaces, and support areas inclusive of an atrium.
- **Pharr LPOE, Refrigerated Inspection Facility, Pharr, TX.** Quality Control Manager for Mechanical systems for a new inspection facility. The facility was split into two primary areas that included a 13,800-sf administrative area for CBP that also housed a USDA testing lab and a 60,800-sf cold inspection facility.

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Andrew Salinas, PE, SIT

ROLE
Project Manager Assistant

EXPERIENCE
13 Years

EDUCATION
MS, Geospatial Survey Engineering,
Texas A&M University - Corpus Christi

BS, Civil Engineering, University of Texas
at San Antonio

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #128943

Surveyor in Training: Texas #110151

Andrew possesses a diverse background in land development for municipal and county projects, which includes the review and implementation of roadways, drainage, water, and wastewater infrastructure. His supplementary experience also includes supervising subconsultants, state statute analysis and interpretation, client and public coordination, and development of GIS-based solutions.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Manager responsible for the oversight of the waterline and water distribution system improvements along highway 281, between SH 186 and FM 490.
- **City of McAllen, 33rd Street Extension, McAllen, TX.** Project Manager responsible for the oversight of this project which consisted of roadway paving and drainage improvements to connect Oxford Avenue and Auburn Avenue.
- **HDR Inc., Hidalgo Jail Expansion Feasibility Study, Hidalgo County, TX.** Project Manager responsible for the site investigation and coordination with local regulatory officials for this project which involved expanding the existing Hidalgo County Jail facility from 1,200 beds to 2,000.

Romeo Barrera, PE

ROLE
Project Manager Assistant

EXPERIENCE
4 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #146472

Romeo has experience with and knowledge of designating various land development sites, sanitary sewer, water distribution systems, single-family residential subdivisions, tree preservation plans, and utility designs that follow local land development codes.

- **Noble/Texas A&M Kingsville, Design Build Services/Deferred Maintenance, Kingsville, TX.** Project Engineer for a comprehensive upgrade featuring a new chilled water campus utility loop servicing 30+ buildings with increased system resiliency and energy efficiency. The HVAC component involves replacing multiple air handling units, gas-fired boilers, and cooling towers, integrating BACnet controls for optimal energy management.
- **City of McAllen, 33rd Street Extension, McAllen, TX.** Civil Design Lead responsible for the design aspects of this project which involved engineering services for the Bayside Terrace Subdivision drainage improvements. The project's purpose is to increase capacity and address existing flooding issues within the subdivision by regrading roadside ditches and upsizing the existing storm sewer system.
- **Texas A&M University - Kingsville, Turner Bishop Demo, Kingsville, TX.** Project Manager responsible for preparing civil engineering plans to allow for the demolition of Turner Bishop Hall. This includes the removal of existing structures and disposal of in a legal manner.

Rachel De Luna, PE

ROLE
Project Manager Assistant

EXPERIENCE
11 Years

EDUCATION
ME, Civil and Environmental Engineering, Cornell University

BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #124887

Rachel has experience in a variety of civil engineering projects in the public and private sectors. Her project experience includes analysis and design of new and existing drainage infrastructure, construction management, roadway reconstruction, site development, and analysis and design of water and wastewater infrastructure. During the past few years, Rachel's focus has been on the drainage sector, working on projects for Hidalgo County Drainage District No. 1 and Harris County Flood Control District.

- **Hidalgo County Drainage District No. 1, 2018 Drainage Bond Project No. 24, Hidalgo County, TX.** Project Manager responsible for the design and preparation of construction plans for the drainage improvements for a 4.5-square-mile drainage basin prone to structural flooding. The improvements consist of ditch widening (2 miles) and rerouting (0.4 miles), culvert and storm sewer enlargement, detention pond construction (totaling 36 acres), and pump station construction (2-70 cfs vertical turbine pumps).
- **Harris County Flood Control District, Cedar Bayou Watershed Bond Implementation Program, Harris, Liberty, and Chambers Counties, TX.** Project Manager for this project which involved program oversight, management of H&H models, preliminary engineering and design, and construction management for projects identified in the HCFCD 2018 Bond Referendum.

Solveig Klassen, PE

ROLE
Project Manager Assistant

EXPERIENCE
5 Years

EDUCATION
BS, Civil Engineering, University of Texas

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147784

Solveig's experience includes working on a variety of projects for both public and private clients. She has assisted with cost estimates, subdivision plats, and the development of construction/design plans and specifications for civil projects involving sanitary sewer and water, drainage, paving and dimension, and utility relocations. She also has experience with construction administration tasks including attending construction meetings and conducting site visits.

- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for the 2.75-mile extension to Bicentennial Boulevard from Trenton Road to SH 107. This project involved the construction of a new four-lane undivided urban roadway, stormwater collection system, potable water, sanitary sewer, non-potable irrigation, and a noise attenuation barrier.
- **Hidalgo County Drainage District No. 1, 2018 Drainage Bond Project No. 24, Hidalgo County, TX.** Project Engineer responsible for assisting with the design and preparation of construction plans for this project which involves improvements of the drainage facilities for a 4.5-square mile drainage basin prone to structural flooding.
- **Capote Farms, Inc., Warehouse Civil Design, Pharr, TX.** Lead Engineer for this project which involved civil design for 1 lot for a 160,000-sf warehouse at Capote International Business Park in Pharr, Texas.

Robert Tovar

ROLE
Civil | Site Task Lead (Senior Inspector)

EXPERIENCE
33 Years

EDUCATION
High School Diploma, San Diego High School

Robert has extensive experience in utility coordination and inspection. He has been responsible for reviewing plans for adherence to applicable codes and regulations, approving building plans, monitoring construction sites to verify safety regulations and codes are met, maintaining up-to-date records of results from inspections, and presenting written feedback on all findings related to ongoing construction projects.

- **TxDOT Pharr District, US 281, Cameron County TX.** Construction Inspector responsible for the 10-mile roadway widening that included flex base, drainage, embankment, bridges, signing, and pavement markings. Due to extensive wetlands throughout the project, Robert provided continuous monitoring of contractor erosion control devices.
- **TxDOT Pharr District, IH 2 to IH 69 Interchange General Engineering Consultant (GEC), Harlingen, TX.** Construction Inspector responsible for performing SW3P Field Inspections every seven days and 24 hours after receiving a half-inch of rainfall. The findings for each SW3P Field Inspection were summarized into a report for TxDOT.
- **TxDOT Houston District, US 77, Kleberg County, TX.** Construction Inspector responsible for this 7-mile freeway conversion/ reconstruction project. Work items included inspection of bridges, culverts, flex base, asphalt pavement, and environmental elements.

Michael Hammack

ROLE
Utility Conflict Manager Task Lead

EXPERIENCE
23 Years

EDUCATION
High School Diploma, Taylor High School

Mike is the SUE Field Manager overseeing all local SUE efforts. He has experience in designating utilities using all types of geophysical prospecting equipment, locating utilities using non- destructive vacuum excavation, plan review, records requests, estimating, preparing SUE proposals and deliverables, and QA/ QC. Mike is cross trained in survey, inspection, and CADD, providing a streamlined approach and cost savings to his clients, and he is willing to get his hands dirty to solve problems.

- **TxDOT Pharr District, FM 510 SUE, Cameron County, TX.** SUE/Utility Coordinator for this project which involved SUE Levels A through D along FM 510 from FM 1847 to FM 2480 in Cameron County.
- **TxDOT Corpus Christi District, FM 893 SUE, San Patricio County, TX.** SUE/Utility Coordinator for this project which involved SUE Levels A through D along 1.6 miles of FM 893, west of CR 79 to Westwood Drive in San Patricio County.
- **TxDOT Houston District, SH 105 (Conroe to FM 149), Cleveland, TX.** SUE/Utility Coordinator for this project which involved roadway improvements along SH 105 from 10th Street to 2,000 feet east of Scott Road in Montgomery County. Services included Level C/D SUE services for 275,000-lf of utilities; Level B SUE (3D) services for 700,000-lf of utilities; Level A SUE services for 120 test holes; conflict analysis on existing and proposed facilities; coordination and oversight of subconsultant utility coordination, survey, and SUE; and review of relocation plans for compliance with the UAR.

Berenice Chapa, PE

ROLE
Utility Improvements Task Lead

EXPERIENCE
5 Years

EDUCATION
BS, Civil Engineering, Texas Tech University

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147965

Berenice is a Professional Engineer with project experience in both the public and private sector. She has provided engineering services for several warehouse, commercial, industrial, and mixed-use developments, as well as roadway and civil engineering services for various cities and municipalities.

- **City of Alton Engineering/Planning, Alton, TX.** Project Engineer for this project which involved preparing a drainage master plan with the purpose to develop a comprehensive evaluation of the existing drainage condition throughout the City by developing an accurate and current understanding of the drainage infrastructure. Data collection and model inventory included gathering, organizing and reviewing of all data provided. H&H models were prepared and utilized to assess flood risk and identify flood mitigation solutions within the drainage master plan area.
- **Crow Holdings, Hardrock Site, Grand Prairie, TX.** Project Engineer for this project which involves a 260,000-sf industrial building on a 12.65-acre site in the southeast corner of Hardrock and Oakdale Road.
- **Stream Realty Partners, Midway Industrial Development Design Services, Haltom City, TX.** Project Engineer for this project which included the development of three cold, dark shell warehouses totaling 490,000-sf, associated trailer yards, access roads, stormwater conveyance and treatment facilities, water, and sewer design.

Kristina Leal, PE, CFM

ROLE
Value Engineering Task Lead

EXPERIENCE
21 Years

EDUCATION
MS, Civil Engineering, University of California at Berkeley

BS, Civil Engineering, Massachusetts Institute of Technology

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #94759

Certified Floodplain Manager: Texas #0943-06N

Kristina brings municipal experience in civil engineering, planning, design, and project management for public agencies and experience in construction management for both public and private clients. This has given her insight into feasibility analysis, preliminary engineering, and project financing.

- **Hidalgo County Drainage District No. 1, New Administration Building, Edinburg, TX.** Construction Manager for a new 10,000-sf administration building as part of an existing facility. The project will consist of private offices, open office areas, breakroom, and conference room facilities for the engineering and administrative staff.
- **Hidalgo County Precinct 1, Flood Assessment, Hidalgo County, TX.** Project Engineer responsible for developing existing conditions models in ICM to identify problem areas and developed proposed conditions models with projects.
- **City of Mission, W&I Resort Water Line Improvements Project, Mission, TX.** Project Manager responsible for the preparation of plans and construction documents to construct a 6-inch water line system along Oleander Street to replace an existing waterline that is failing, the construction of a parallel 8-inch line with two fire hydrants, and the stub out for the future extension of this 8-inch line.

James Russell, RPLS

ROLE
Survey Task Lead

EXPERIENCE
41 Years

REGISTRATIONS | CERTIFICATIONS
Registered Professional Land Surveyor: Texas #4230

James is experienced in boundary surveys, land title surveys, as-built surveys, surveying and document preparation for road/street ROW conveyances, topographical surveys, horizontal and vertical control surveys, route surveying for water, sewer, and gas pipelines, route surveying for electric transmission lines, easement preparation, and construction staking.

- **City of Edinburg, Sugar Road Schematic Alignment, Surveying, and ROW Acquisition Services, Edinburg, TX.** Surveyor responsible for surveying services including locating all surface improvements located inside ROW, establishing horizontal and vertical control for design and construction phases, and supplemental topography inside the ROW required for design utilizing the City of Edinburg's datum and coordinate system. A boundary survey, data collection, and review of existing ROW maps, survey information, and conceptual design documents was also performed by Halff.
- **City of McAllen, Edinburg Lateral Improvement, McAllen, TX.** Surveyor responsible for surveying services which included conventional topographic survey collection methods, as well as supplementary Lidar. Sufficient ground elevations were obtained to prepare one-foot interval contour maps throughout the surveyed portions of the project site. All significant trees with a caliper equal to or greater than six inches were located. Boundary surveys were also provided for ROW acquisition purposes.

Lorena Corpus

ROLE
Real Estate Task Lead

EXPERIENCE
21 Years

EDUCATION
High School Diploma, Mission High School

REGISTRATIONS | CERTIFICATIONS
Licensed Real Estate Agent: Texas #658610

Lorena has experience in acquisition services. Lorena started as a contract administrator and has since moved into the Right of Way department. She assists Halff in acquiring parcels and relocation residential and personal properties. She also assists with Project Administration, Negotiation with stakeholders, Title Curative, Closing, Eminent Domain, and Condemnation.

- **City of Edinburg, Canton Road, Edinburg, TX.** Project Manager for this project which consisted of the acquisition of one parcel for drainage improvements. Services included Negotiation, Title Curative, and Closing Support.
- **City of Edinburg, Chapin Road, Edinburg, TX.** Project Manager for this project which consisted of the acquisition of one parcel for bridge improvements. Services included Negotiation, Title Curative, and Closing Support.
- **Sendero Acquisitions, SH 365 Hidalgo County Regional Mobility Authority, Hidalgo County, TX.** Right of Way Agent for this project which involved the acquisition of 50 parcels and four relocations. Services included Project Administration, Negotiation, Title Curative, Closing, and Eminent Domain support.
- **TxDOT Corpus Christi District, US 77, Kleberg County, TX.** Right of Way Agent responsible for the negotiation of the acquisition of 38 ROW parcels and eight relocations for the expansion of the existing ROW to meet current highway standards for US 77.

Greg McFarland, PE

ROLE
Mechanical Systems Task Lead

EXPERIENCE
24 Years

EDUCATION
MBA, University of Nebraska at Lincoln
BS, Mechanical Engineering, University of Nebraska at Lincoln

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #114984

Greg is experienced in implementing and developing projects for various governmental agencies. Greg has developed scopes of work, estimated project costs, created project packages, and coordinated projects which ranged from several hundred thousand to multi-million dollars. He has extensive experience interfacing with contractors throughout projects and working with local staff to implement solutions. He has also been responsible for functional testing and government acceptance inspections along with overall project compliance with codes and requirements.

- **Brasfield & Gorrie, Huntsville Federal Courthouse, Aberdeen, MS.** Team Leader responsible for designing this courthouse based on 2018 P100, 2017 US court design guidelines, Pub 64, and ASHRAE 90.1-2013. Project is LEED gold certified achieving 32% energy efficiency. Halff provided MEP/ICT, and landscape architecture services for a new 3-story, 126,000-sf federal courthouse building that included courtrooms, court support offices, US Marshals, judges' chambers, and detention spaces.
- **US Department of Air Force, BSA RAF Hanger 5, Bexar County, TX.** Project Manager responsible for overall project design. This project involved the renovation of the 30,000-sf office space associated with Hanger 5. Project space will be used to perform aircraft maintenance, and be used as personnel space and a tool area/mechanical room.

Gabriel Benavides, Jr., PE

ROLE
Electrical Systems Task Lead

EXPERIENCE
17 Years

EDUCATION
BS, Electrical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #119255

Gabriel has been involved in electrical engineering design, construction management, and project management for municipalities, government, and commercial facilities. He has acquired extensive experience in power system design and construction administration for building large water and wastewater facilities. Gabriel has a proven track record of verifying compliance with industry standards and incorporating considerations of reliability, redundancy, energy efficiency, and climate consciousness into his designs.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** QA/QC Manager responsible for MEP design, electrical, and ICT systems. This new high-rise building consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Brownsville Public Utilities Board (BPUB), Annex Building, Brownsville, TX.** MEP/ICT Project Manager responsible for the planning, coordination, and design of the project. The new 3-story, 63,000-sf building provided office space to four utility departments: accounting, engineering, information technology (IT), and supervisory control and data acquisition (SCADA).

Luis Hernandez-Nava, PE, WELL AP

ROLE
Plumbing Systems Task Lead

EXPERIENCE
7 Years

EDUCATION
MS, Engineering Management, University of Texas - Rio Grande Valley

BS, Engineering Physics, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #147927
WELL AP Certification: # WELL-AP-0000123162

Luis has experience in the engineering design of mechanical and plumbing systems, serving educational facilities raging from K-12 schools through college.

- **Edinburg CISD, Edinburg North High School, Edinburg, TX.** Project Engineer responsible for the design and selection of equipment needed on the condenser water loop, such as cooling tower, pumps, and heat exchangers. This project involves renovating the existing HVAC system with new units that can provide a better efficiency and indoor air quality in the space. Services includes replacing existing chilled and condenser water piping and coordinating new routing with other disciplines, as well as replacing existing cooling towers with new and providing an improved chilled/condenser water distribution system where any pump can serve any chiller at any given time.
- **Texas A&M University - Kingsville, Student Health and Wellness Building, Kingsville, TX.** Project Manager responsible for creating the strategy plan to deliver project in a timely manner, coordination with all disciplines on the design, attending construction meetings, and keeping track of any documents received during construction phase for this project which involves MEP design services and 3D laser scan as-built condition documentation for the building renovation.

Angelica Neira

ROLE
Civil | Site Support

EXPERIENCE
13 Years

EDUCATION
MS, Engineering Management, University of Texas - Rio Grande Valley

BS, Civil Engineering, University of Texas - Rio Grande Valley

BS, Engineering, Purdue University

Angelica is a Civil Engineer and a graduate of ABET-accredited master's in engineering management program. She is backed by successful research experiences and knowledge of engineering theories, principles, specifications and standards. She is also proficient in written and spoken Spanish.

- **Hidalgo County, Juvenile Center Demolition, Hidalgo County, TX.** Project Engineer for this project which involved the demolition of an existing juvenile detention building. The project involved coordinating with electrical company and electrical design team to maintain electricity to adjacent building where electricity was provided from panel in building that was being demolished.
- **Hidalgo County Commissioner's Court, Bus Shelters Project, Hidalgo County, TX.** Project Engineer for this project which involved topographic survey, civil design, and construction phase services for five bus shelter areas with accessible parking spaces.
- **Terracor Real Estate Services, Mission Plaza Development Lot 1, Mission, TX.** Project Engineer for this project which involved a feasibility study and preliminary design for Mission Plaza Development in Mission, Texas.

Matias Ramos, EIT

ROLE
Civil | Site Support

EXPERIENCE
2 Years

EDUCATION
BS, Civil Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #74801

Matias is a Civil Engineer with experience in the public sector, including several municipalities and TxDOT. He has worked on several projects that have included roadway design, PS&E, and mobility studies.

- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.**
  Project Engineer responsible for assisting with the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **TxDOT Pharr District, IH 2 to IH 69 Interchange General Engineering Consultant, Harlingen, TX.**
  Project Engineer responsible for assisting with the reconstruction of the existing interchange of US 83 and US 281 to new interstate standards for IH 2 (US 83) and IH 69C (US 281) and adding additional capacity with new direct connectors.
- **TxDOT San Antonio District, SH 16 Corridor Study (Bandera Road), Bexar County, TX.**
  Project Engineer for this project. The SH 16 (Bandera Road) project extends from I-410 to Loop 1604, a distance of 6.5 miles. This divided urban four- to six-lane signalized arterial is the 8th most congested road in the San Antonio region and one of the top 100 congested roadways in Texas. The proposed project will improve mobility, safety, and connectivity while reducing congestion.

Mark Cantu, EIT

ROLE
Utility Improvements Support

EXPERIENCE
3 Years

EDUCATION
BS, Civil Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #71336

Mark is a Graduate Civil Engineer with experience in the public and private sectors. He has worked on several projects that have included drainage improvements, flood assessments, and roadway design for a multitude of clients.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.**
  Project Designer responsible for the design of the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.**
  Lead Engineer responsible for civil engineering tasks for the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.
- **City of McAllen, Bicentennial Boulevard, McAllen, TX.** Project Engineer for this project which consists of a 2.86-mile extension of Bicentennial Boulevard from Trenton Road to SH 107 and involved the construction of a new four-lane undivided urban roadway. Construction documents and technical specifications were developed for the project.

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Joe Flores

ROLE
Utility Improvements Support

EXPERIENCE
5 Years

EDUCATION
BS, Mathematics and Civil Engineering,
University of Texas - Rio Grande Valley

Joe is a Graduate Civil Engineer focused on water/ wastewater projects including pipelines and treatment. Joe brings two years of experience from working for McAllen Public Utilities. His well rounded experience includes projects with drainage improvements, flood assessments, water/wastewater lines, and construction oversight of a water treatment plant.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **Hidalgo County Drainage District No. 1, Delta Region Water Assessment, Hidalgo County, TX.** Lead Engineer responsible for this project. The goal of this Delta Region Water Management Project (DRWMP) is to divert waters from the North Main Drain and the Main Floodwater Channel into reservoirs for reuse, while also providing a flood control benefit.
- **City of McAllen, Daffodil Avenue Roadway Improvements, McAllen, TX.** Project Engineer responsible for assisting with the expansion of Daffodil Avenue from a two-lane collector to a four-lane minor arterial. This project will include approximately one mile of roadway improvements from Taylor Road to North Ware Road.

LeRoy Martinez, PE

ROLE
Mechanical Systems Support

EXPERIENCE
4 Years

EDUCATION
BS, Mechanical Engineering, University of Texas - Rio Grande Valley

REGISTRATIONS | CERTIFICATIONS
Professional Engineer: Texas #150870

Leroy joined Halff as a Graduate Engineer in September 2019. Leroy transitioned from the retail industry where he had 20 years of experience, 12 of those years as store director. His current responsibilities include mechanical design calculations and the preparation of MEP construction documents.

- **Edinburg CISD, Edinburg North High School, Edinburg, TX.** Project Manager for this project involves renovating the existing HVAC system with new units that can provide a better efficiency and indoor air quality in the space.
- **McAllen ISD, Nikki Rowe High School HVAC Improvements, McAllen, TX.** Project Manager contracted to provide MEP services for the replacement of air handling units and fan-coil units at Nikki Rowe High School. Work included field survey, demolition plans, design of a new HVAC systems and electrical support for replacement units, preparation of bid documents, bid evaluations, and construction administration.
- **McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.** Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.

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Dean Lizzotte, EIT

ROLE
Mechanical Systems Support

EXPERIENCE
5 Years

EDUCATION
BS, Mechanical Engineering, University of Texas Permian Basin

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #73290

Dean is experienced in HVAC design for both renovation and new construction projects. He has worked with various clients such as K12 School Districts, universities, and federal agencies such as the GSA.

- **Noble/Texas A&M Kingsville, Design Build Services/Deferred Maintenance, Kingsville, TX.** Mechanical Engineer for a comprehensive upgrade featuring a new chilled water campus utility loop servicing 30+ buildings with increased system resiliency and energy efficiency. The HVAC component involves replacing multiple air handling units, gas-fired boilers, and cooling towers, integrating BACnet controls for optimal energy management.
- **Edinburg CISD, South Middle School, Edinburg, TX.** MEP Designer responsible for the load calculations, piping designing, and equipment selections to be updated to hydronic heating throughout the campus. Halff was contracted to update various sections of the HVAC for the school.
- **McAllen ISD, McAllen High School HVAC Renovation, McAllen, TX.** Lead Engineer for this project which involved a Central Utility Plant replacement project at the existing McAllen High School. Project included the removal of existing chillers, pumps, and piping and the installation of three new water-cooled chillers, new condenser, chilled water pumps, and a new cooling tower.

Guadalupe Rodriguez, III, EIT

ROLE
Electrical Systems Support

EXPERIENCE
3 Years

EDUCATION
BS, Electrical Engineering, Texas A&M University

REGISTRATIONS | CERTIFICATIONS
Engineer in Training: Texas #74826

Guadalupe is an Electrical Designer with experience in wiring diagrams, panel elevations, substation layouts, AC/DC schematics, and grounding grids. Since joining Halff, he has been involved in electrical engineering design for municipalities, government, and commercial facilities.

- **City of Edinburg, U.S. Highway North 281 Water Distribution System Improvements, Edinburg, TX.** Project Engineer responsible for assisting with the waterline and water distribution system improvements along Highway 281, between SH 186 and FM 490. This project was triggered by a TxDOT project along Highway 281 that forces the removal of existing water lines conflicting with proposed highway improvements.
- **Brasfield & Gorrie, Huntsville Federal Courthouse, Aberdeen, MS.** Project Engineer responsible for assisting with the MEP/ICT services for a new 3-story, 126,000-sf federal courthouse building that included courtrooms, court support offices, US Marshals, judges' chambers, and detention spaces.
- **US Department of Air Force, BSA RAF Hanger 5, Bexar County, TX.** Project Engineer responsible for assisting with construction documents and construction administration for this project which involved the renovation of the 30,000-sf office space associated with Hanger 5. Project space will be used to perform aircraft maintenance, and include personnel space and a mechanical room.

Eddie Martinez

ROLE
Plumbing Systems Support

EXPERIENCE
23 Years

EDUCATION
AAS, Drafting and Design,
Texas State Technical College

Eddie brings 23 years of experience in designing plumbing systems for private and public projects. His experience extends to construction oversight of plumbing systems, reviewing product submittals, and responding to RFIs during construction.

- **Hidalgo County Commissioner's Court, Hidalgo County Courthouse, Hidalgo County, TX.** Plumbing Engineer for this new high-rise building which consisted of a 7-story, 368,000-sf building design to accommodate district and County courtrooms, one court of appeals, district and County clerks, jury services, public defender and indigent defense, Hidalgo County Bar Association, detention spaces and holding area, and a shell space for six additional future courts.
- **Hidalgo County Commissioner's Court, Sheriff's Office Jail Boiler Replacement, Edinburg, TX.** Plumbing Engineer for this project which involved replacing the domestic water boiler with a 6,800 MBH non-condensing boiler skid package for the facility. Plumbing design included new boiler skid package with four 1,700 MBH natural gas boilers, specifying new domestic cold/hot water piping, vent piping, and natural gas piping for retrofit.
- **Texas A&M University Kingsville, MSUB and Cousin Hall Plumbing Line Replacement, Kingsville, TX.** Plumbing Engineer for this project which involved the replacement of an aging, cast iron plumbing system located in a sub-floor cavity of two existing buildings. New system utilized PVC and hubless clamps to tie to existing waste and vent lines.

Our people are individuals with diverse, yet complementary, professional backgrounds. We know this attribute, more than any other, allows us to maintain a loyal client base. We are members of a company built on integrity, technical knowledge and commitment to client service.

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We improve lives and communities
by turning ideas into reality.

Halff
5000 West Military Highway, Suite 100
McAllen, TX 78503
956.664.0286
halff.com

December 12, 2023

City of Edinburg

Qualifications for Project Management Services

(2024-1)

SUBMITTED BY:

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

December 12, 2023

City of Edinburg
ATTN: Mardoqueo Hinojosa, City Engineer
415 W. University Drive
Edinburg, Texas 78539

RE: STATEMENT OF QUALIFICATIONS CITY OF EDINBURG PROJECT MANAGEMENT SERVICES

Dear Mr. Hinojosa,

Thank you for considering Manhard Consulting (Manhard) for project management services to support the Village of Edinburg in 2024-2025. We have reviewed the Request for Qualifications (RFQ) in detail, and we believe our staff is especially qualified to provide the project management services specified in the RFQ.

Manhard has received all addendums and their consideration have been included in our SOQ. Furthermore, we have read the Professional Service Agreement and Manhard will meet the prerequisite insurance requirements and if selected, we agree to enter into such agreement.

Enclosed, please find our submittal in response to your RFQ. We hope you find the content of our SOQ relevant and informative. Do not hesitate to reach out to me directly by phone at (737) 377-1003 or email gdudley@manhard.com.

Sincerely,

Guy Dudley, PE, LEED AP
Senior Project Manager
gdudley@manhard.com
(737) 377-1003

Josue Elizondo
Staff Engineer
jelizondo@manhard.com
(737) 377-1000

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Manhard CONSULTING

Section I

Firm's Profile

Manhard CONSULTING

Manhard CONSULTING

Firm Overview

Employees: 365+

National Locations

Lincolnshire, Illinois
Corporate Headquarters
Denver, Colorado
Greenwood Village, Colorado
Chicago, Illinois
Lombard, Illinois
Carson City, Nevada
Reno, Nevada
Austin, Texas (2)
Dallas, Texas
Fort Worth, Texas
Plano, Texas
Kenosha, Wisconsin

All Offices Offer

Civil Engineering
Surveying / Geospatial Services
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

Austin Office

1120 S. Capital of TX Highway
Building 1, Suite 210
Austin, Texas 78746

Primary Contact

Guy Dudley, PE
Senior Project Manager
737-377.1003
gdudley@manhard.com

Manhard.com

Company Profile

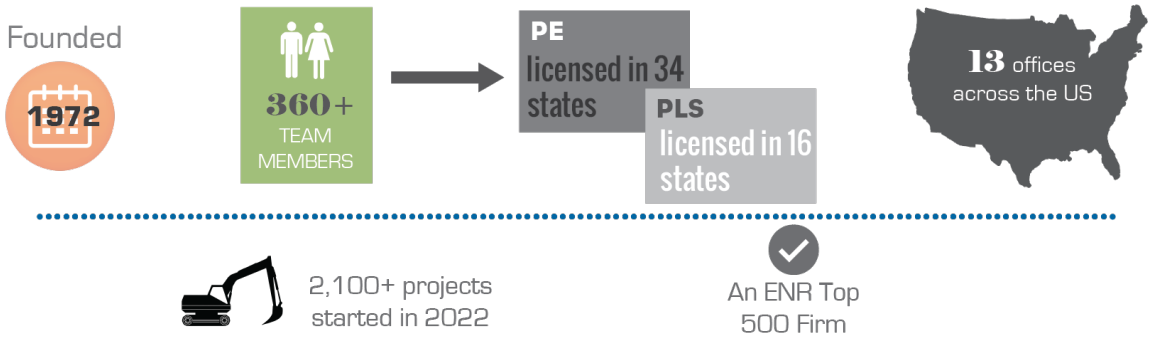
Manhard Consulting (Manhard) is a full-service consulting civil engineering, surveying, water resources, and land planning firm offering comprehensive professional services to public and private clients. Established in 1972, and consistently named to the ENR Top 500 Design Firm list, Manhard has been solving tough engineering challenges for over 50 years. The company is led by Donald and Peter Manhard, both registered professional engineers with more than 40 years of experience each.

The experienced teams at Manhard offer full consulting services including project management, civil engineering and surveying solutions for a wide variety of projects. Our diverse client list ranges from local municipalities to divisions of state and federal government.

Each of our regional offices is backed by a nationwide network of more than 100 professional engineers, professional land surveyors, landscape architects, land planners, and LEED-accredited professionals. The local teams are familiar with local codes, requirements and procedures while our network of professionals stands ready to offer additional support. This process helps prevent bottlenecks, reduce costs, and accelerate project timelines. Combined with our rigorous QA/QC procedures, we aim to provide each client with the highest quality work in the most efficient and cost-effective manner.

Whether we are designing flood controls for major tributary, replacing 20-year-old water pipes, planning a community water park or widening roads to alleviate congestions, the engineering, planning and surveying teams at Manhard Consulting never lose sight of the fact that the public comes first in public works. Our teams focus on the needs of the community, placing equal emphasis on operational as well as quality-of-life goals. So, schedules, budgets, and safety issues receive the same rigorous attention to detail as usability, capacity and functionality issues.

With Manhard you get proven processes, bulletproof execution, nationwide resources, local expertise, and years of design and field expereince.



Construction Management Services

Big Risk, Easy Choice

For most companies, construction management happens in one of two ways. It's either fast, efficient and painless. Or it's a source of frustration, resulting in cost overruns, delays and management headaches as one costly surprise after another pops up.

The stakes couldn't be higher. That's why Manhard Consulting should be involved in your next project.

Our construction management team has years of experience in this specialized discipline. We can help you avoid surprises and keep your project on budget and on schedule and on-track.

Services

- Contract and Bid Negotiations
- Constructability Review
- Project Budgeting
- Cost Analysis
- Construction Scheduling
- Construction Observation and Guidance
- Construction Staking Coordination
- Municipal Acceptance
- Total Site Coordination
- Dry Utility Installation Coordination
- Roadway Improvements
- Inspection Services
- DECI and NPDES Inspections

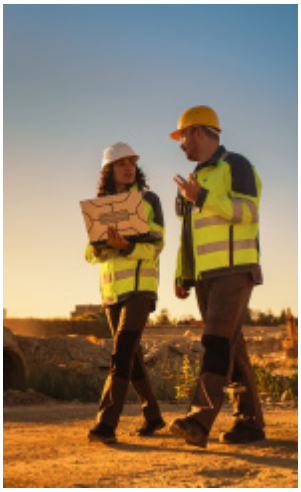
With Manhard Consulting you get proven processes, bulletproof execution, nationwide resources and years of field experience. Construction management is one of our core competencies, which means it can be one of yours, too.

Good communication and realistic expectations are the keys to reducing costs at ground level. Manhard teams know what needs to be done.

Manhard CONSULTING

Owner's Representative Services

Being Your Advocate



There are numerous complexities around any real estate development project that require decisions at every turn. When time or distance takes you away from managing your project, our experienced team can serve as your "boots on the ground", acting on your behalf to ensure that your development is completed successfully.

When you choose Manhard as your owner's representative, you can count on our associates to serve as your advocate and protect your interests. With our assistance, you are able to make informed decisions allowing for the best possible outcome for your project.

Services

- Project Oversight
- Budget Management
- Contract Management
- Pay Application Review
- Trade Completion Confirmation
- Monthly Reporting
- Narrative and Photos
- Request for Information (RFI) Management
- Submittal Management
- Design Team Scheduling
- Design Team Management
- Consultant and Third Party Coordination
- Subcontractor Solicitation, Coordination and Management
- Inspection Coordination
- QA/QC
- Conflict Resolution
- Municipal Interface
- Full Project Documentation
- Project Schedule Management

With Manhard Consulting you get proven processes, bulletproof execution, nationwide resources, local expertise, and years of design and field experience.

Good communication and realistic expectations are the keys to reducing costs at ground level. Manhard teams understand what needs to be done to ensure the success of your project..

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Section II

Team Qualifications

Manhard CONSULTING

Edward “Guy” Dudley, PE, LEED AP

SENIOR PROJECT MANAGER

Registration

Texas PE #108556

LEED AP

Years of Experience

20 years

Education

Bachelor of Arts/Business Economics, University of Texas at Austin

Bachelor of Science/Architectural Engineering, University of Texas at Austin

Master of Science/Construction Engineering & Project Management, University of Texas at Austin

Quantic School of Business and Technology, MBA

Areas of Expertise

Earthwork & Site Grading

Drainage & Flood Control

Stormwater Detention & Collection

Site Development

Sustainable Design

Conservation Design

Soil Erosion and Sediment Control

ADA Compliance

Professional Affiliations

Real Estate Council of Austin (RECA)

Urban Land Institute

Mr. Dudley has 20 years of experience in civil design and is currently a senior project manager with experience in various-sized residential, commercial, industrial, recreational, and educational facility projects. Guy believes our goal is to guide the project teams to reach both common and individual team member milestones. We do this by fostering successful relationships with clear communication and accountability with all employees, contractors, owners, and customers. Whether strategic or tactical, he is dedicated and determined to provide an organized and well-prepared project planning from conception to completion. Guy has proficiency in site planning and site grading; ADA accessibility and compliance; erosion and sediment control design; utility design; stormwater management; and obtaining local, county, and state permits and approvals.

Relevant Experience

Barton Ridge | Austin, Texas

CONSTRUCTION MANAGER

In the dual capacity of owner’s representative and general contractor, we are orchestrating the development of this land into an exclusive residential community, offering breathtaking views of Austin and the Hill Country. In this role, we played a pivotal role in driving the civil grading, roadway, water, and on-site wastewater design for the entire 72-acre site. Additionally, we work with the City municipality to permit the first of the three phases. Finally, we constructed and turned over the initial phase of the subdivision, comprising of fourteen large lots.

Cheatham Street Flats | San Marcos, Texas

CONSTRUCTION MANAGER

As the construction manager for the podium deck phase for Cheatham Street Flats, a multi-story steel-framed student housing complex situated in San Marcos, Texas, we oversaw the development (design and construction) of a prominent 175-unit, 234-bed mixed-use facility spanning 192,000 square feet. This landmark student housing initiative aimed at serving the community of Texas State University involved the transformation of a dilapidated city block into a contemporary structure with a modern interior. In this project, we coordinated and executed various facets of the project, such as the excavation of the site and parking, the construction of two and a half stories of a below-grade parking garage, surrounded by a retail wrap, which included a steel podium to support 5 stories of student housing above. Notably, Cheatham Street Flats stands out as an exemplary project in the realm of student housing in Texas, distinguished by its innovative use of modern prefabricated modular design and construction methodologies.

DCTA A-Train | Lewisville, Texas

RESIDENT CONSTRUCTION MANAGER

In the capacity of resident construction manager, the team spearheaded the oversight of a significant endeavor, managing a $200 million construction project for the development of a $312+ million, 21-mile corridor regional A-train passenger rail line. We provided comprehensive client support services, encompassing the preparation of project cost controls, meticulous budget allocation, and the formulation of drawdown schedules. Furthermore, my responsibilities included the thorough review of construction contract documents and schedules, overseeing pre-construction services in the construction manager/general contractor (CM/GC) model, and strategic planning for associated construction phase Guaranteed Maximum Price (GMP) contract negotiations. This multifaceted approach required a keen eye for detail and effective coordination to ensure the successful execution of the project.

Trudy’s Dripping Springs | Dripping Springs, Texas

CONSTRUCTION MANAGER

In my role as construction manager/owner’s representative (CM/OR), we assumed oversight responsibilities for both project design and procurement processes for the excavation, utility installation, foundation construction and steel framing of a three-story, 24,000-square-foot restaurant. This position demanded seamless coordination among project architects, diverse engineers, contractors, state and local municipalities, and private owners. Throughout the project, the team diligently managed daily construction activities, including overseeing all aspects of foundation and steel erection. Specific duties encompassed the excavation of a 12,000-square-foot basement, construction of 12-inch-thick cast-in-place walls, procurement, and on-site fabrication of all structural steel. Additionally, we orchestrated the coordination of elevator shafts, along with the supervision of all associated underground plumbing and electrical components.

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Years of Experience

3 years

Education

M.S. Civil Engineering, Construction Engineering and Project Management, University of Texas at Austin

B.S., Civil Engineering, University of Texas Rio Grande Valley

Areas of Expertise

Construction Management

Project Budget Management

Urban Development

Design Coordination

Regulatory Compliance

Safety Implementations

Client Consultation

Infrastructure Mapping

Due Diligence Proposals

Subdivision Walkthroughs

Project Management

Final Engineering Design

ADA Compliance

Drainage and Flood Control

Site Plan Design

Professional Affiliations

American Society of Civil Engineers

Josue Elizondo

CONSTRUCTION MANAGER/OWNERS REPRESENTATIVE

Mr. Elizondo is an accomplished engineer and developer with a strong educational background. Holding a bachelor's degree in civil engineering minoring in Management, and a master's degree in construction engineering and project management. With over 3 Years of Experience. Josue brings a wealth of expertise in his work. With a proven track record in land development, he excels in delivering high quality projects, ensuring regulatory compliance, and optimizing team productivity. He has honed his abilities in project oversight and coordination, showcasing a comprehensive and impactful approach to engineering and development gained through years of hands-on experience.

Residential Experience

George Multifamily Residential Development | Austin, Texas

CONSTRUCTION MANAGER / OWNER REPRESENTATIVE

The project encompassed the development of 36 single-family units and 80 townhomes, for this $32 million project, Josue playing a pivotal role during a challenging period of General Contractor receivership. Engaging in general contractor coordination and management support, Josue leveraged proven processes and experience to offer development insights. Emphasizing open communication and realistic expectations, he contributed significantly to cost control and overall project success. Noteworthy innovations introduced included dashboards for streamlined oversight and communication with owners, ensuring the project stayed on budget and adhered to established timelines. George highlights Josue's expertise in managing large-scale urban developments, showcasing his commitment to efficient project management, problem-solving, and achieving successful outcomes.

The Home Depot | El Paso and San Antonio, Texas

STAFF ENGINEER

The scope involved adhering to stringent requirements set by the City and Home Depot for the approval of construction documents and an associated drainage report. Specifically, I was involved in the design and production of the site plan, ensuring compliance with the specified regulations and meeting the standards of both the City and Home Depot.

Premium Waters | Sequin, Texas

STAFF ENGINEER

The 27-acre, $80 million project focused on the development of a state-of-the-art facility for water bottle production. My responsibilities encompassed the creation of City and State approved construction documents, along with the preparation of an associated drainage report as part of the comprehensive scope of work.

Alberta Road Reconstruction | Edinburg, Texas

ENGINEERING AIDE

The $7.5 million project involving the road reconstruction of Alberta Road from I-69C to west of McColl Rd. My specific responsibilities included attending site visits, providing regular updates, and maintaining the project dashboard. Work performed with previous company.

Promenade Park Phase 1 (Amphitheater & Water Gardens) | Edinburg, Texas

ENGINEERING AIDE

The $3.2 million project focused on the development of the Amphitheater, water garden, and restrooms as the initial phase to revitalize the area between N 8th Ave and N 10th Ave, north of W McIntyre St. Specifically, my responsibilities included actively participating in city council meetings, Owner-Architect sessions, and Contractor meetings. Additionally, I was hands-on during on-site visits to monitor progress and contributed to the creation of punch lists for the project. Project completed with previous firm.

Section III

Ability to Meet Schedules and QA/QC Program

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ABILITY TO MEET SCHEDULES AND DEADLINES

The Manhard team is well versed in the preparation of engineering plan documents, specifications, and bidding documents necessary for project construction, on both small and large scales. Ensuring that the proposed project will be within the budgetary limits of the funding sources is of great importance. With over 50 years of in-house planning and engineering expertise Manhard has a long history of cost estimating, ranging from planning level to detailed design level. Our engineers have experience assisting local communities with the implementation and management of long-term capital plans and annual project budgeting.

Thanks to our in-house construction management department, our engineers have a pulse on the construction industry and pricing trends. Utilizing the knowledge of our construction managers, as well as the latest bid data from our vast database of recent projects, the team is able to prepare quality comprehensive project cost estimates.

Manhard also has developed a Quality Assurance/Quality Control Program, which ensure quality and accuracy throughout each project by producing deliverables of known and documented quality. We have successfully executed this process in the past on many contracts involving on-call engineering services, stormwater design projects, and other large-scale site improvement projects. Manhard's structure promotes an orderly flow of direction, senior oversight, and production between the client, our project manager, our QA/QC team, and production staff.We are a full-service civil engineering firm with vast resources, relationships, and experience in all services requested as part of this SOQ.

Most importantly, the Manhard team understands the importance of providing efficient, thorough, and quality service when working with public clients and delivering successful projects for the agency constituents and customers. Communication has always been the cornerstone of our service ensuring that we understand the desires of our partners and knowing that the final product will meet the requirements and needs of the end-users.

QUALIFICATIONS AND EXPERIENCE

The Manhard team will provide the City of Edinburg the following key services to ensure a successful project:

- Effective and open communication between the team and the City. The Manhard team will take a proactive role in keeping the City up to date on design schedules, milestone markers, permitting status, and other pertinent information to be communicated with stakeholders and the City Board. Meetings will be held at a frequency convenient for the City, and regular written updates will be provided.
- A top-quality product from project conception to construction, including topographic and boundary surveys, easement documents, existing and field conditions, bid documents, permits, and contract documents. Wetland delineation services/permitting, and field observation services can also be provided if needed.
- A focus on meeting the scheduling and budgetary needs of the community. The Manhard team is skilled in providing alternatives analysis and creative solutions to minimize construction costs, accommodate scheduling requirements, and minimize disruption to the community.

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QA/QC PROGRAM

Accuracy, Consistency, Accountability.

Manhard employs a project management process designed to efficiently meet project needs and provide quality deliverables while emphasizing client responsiveness. This process is a philosophy that fuses together specific management concepts and incorporates a project team structure, a Project Management Plan, senior-level Quality Assurance/Quality Control (QA/QC), and effective communication. **Manhard's managers understand that a successful project requires both effective internal team communication and consistent, clear communication with our client.**

Manhard QA/QC Program:

- Integration of Quality into All We Do
- Sound Science, Efficiency, Responsiveness
- Economic Soundness (Value Engineering)
- Constructible and Permittable Design
- Review Comment Reconciliation
- Design Requirement Fulfillment

We have successfully executed this process in the past on many contracts involving on-call engineering services, stormwater design projects, and other large-scale site improvement projects. Manhard's structure promotes an orderly flow of direction, senior oversight, and production between the client, our Project Manager, our QA/QC team, and production staff.

The primary function of our Quality Assurance/Quality Control Program is to ensure quality and accuracy throughout each project by producing deliverables of known and documented quality. Manhard believes that quality in professional services is achieved through judgment and experience; a well-thought-out program of work effort oversight; and work product review.

Quality Assurance/Quality Control at-a-Glance

Project Management Plan	QA/QC Plans	QA/QC Records
The Project Management Plan (PMP) will be created and, at a minimum, contain: ✓ Distribution list of key contact people ✓ Paraphrased scope of work detailing the responsibilities of the key people ✓ Milestone Schedule of deliverables ✓ Project budget, expenses, billing, and invoicing procedures ✓ Planning and review process ✓ Document control procedures ✓ Designate personnel responsible for document control. ✓ Establish location of all project documents ✓ Develop procedures to transmit and receive documents (internal and external)	**A project QA/QC Plan will be created and, at a minimum, contain:** ✓ Project QA/QC requirements ✓ Project deliverables showing person responsible and estimated date of completion. ✓ Planning and review process for the project ✓ Organizational chart showing QA/QC responsibilities of each manager. ✓ Format for checking plans, calculations, and reports. ✓ Format for QA/QC records	**QA/QC records may vary depending on project type, but a typical record will include:** ✓ Check prints and review calculations. ✓ Marked-up plans. ✓ QA/QC audit reports and findings ✓ QA/QC findings and recommended corrective actions ✓ Completeness checklist ✓ Minute of coordination meetings / QA/QC meetings ✓ Phone logs ✓ QA/QC review letters ✓ Review comments from senior technical advisors and responses ✓ Peer review letters and responses ✓ Any other correspondence regarding QA/QC

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QA/QC PROGRAM

Project Control

Project control is that element of a project that keeps it on-track, on-time and within budget. Project control begins in the early project stages with planning and ends with a post-implementation review, which is an internal team review of how well each project phase was executed. These reviews are typically conducted by the QA/QC Manager and the Project Manager. **A key element in the control and understanding of potential errors, both human and mechanical, is identifying potential "pitfalls" and knowing where they may occur during the project.** Thorough work reviews, conducted by our senior staff at key project milestones, must take place. Below we have included some of the primary project-related QA/QC reviews we conduct, specific to On-Call Services Design contracts. This list is not exhaustive and is intended to provide a visual "at a glance" of the reviews we conduct.

QA/QC Reviews Specific to On-Call Services Contracts
Conceptual Project Development Phase
✓ Review of existing conditions survey data (cross-reference with GIS database and independent field walk verification)
✓ Determine any opposing private property owners that may derail the project progress
Design Phase
✓ Hydrologic/Hydraulic model reviews by senior staff prior to submittal to Client (model input parameters and results)
✓ Review proposed conditions contours for accurate 'tie-in' locations with existing conditions contours.
✓ Review construction details/notes/specifications for accuracy and applicability
✓ Confirm all recommended design features and structures meet Federal/state/local design regulations & requirements.
✓ "Constructability" review (adequate cover on pipes, equipment access locations, presence of bedrock, anticipated performance comparison to similar past projects, benefit-cost analyses, etc.)
Bid Phase
✓ Quantity estimates checked by senior staff; Site earthwork quantities triple-checked, along with other "pricier" items.
✓ Units checked for conversion accuracy on bid schedule items

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Section IV

References

REFERENCES

CONTINENTAL PROPERTIES

Benjamin Lang, Development Associate
BLANG@cproperties.com
Direct: (262) 532-9452 | Mobile: (262) 501-8642
Project Reference: Springs at Grand Prairie Multifamily Development

LANDMARK COMPANIES

Igor Krivor, President, Construction and Development
ikrivor@landmarkcompanies.us
Cell: 773 619-3567
Project Reference: Landmark at Crowley and Landmark at Rendon Multifamily Developments

MERITAGE HOMES

Frank Su, Vice President, Land Acquisition
frank.su@meritagehomes.com
Office: 972.580.6375 | Cell: 415-828-7160
Project Reference: Meritage Grand Prairie Residential Development

Manhard CONSULTING

Presented To

THE CITY OF Edinburg

City of Edinburg
415 W. University Drive
Edinburg, TX 78539

Statement of Qualifications For Project ID: 2024-1

PROJECT MANAGEMENT SERVICES

Presented By

NORRISLEAL
ENGINEERING WATER

4451 S. Jackson Road, Ste D
Edinburg, Texas 78539
Texas Registered Engineering Firm
No. 14803

December 12, 2023

NORRISLEAL
ENGINEERING WATER

1222 E. Tyler Avenue
Harlingen, Texas 78550
O: 956.423.7409

4451 S. Jackson Road, Ste D
Edinburg, TX 78539

12400 W. Hwy. 71, Ste. 350-306
Austin, Texas 78738
O: 512.473.8288

Texas Firm Registration No. 14803

December 12, 2023

City of Edinburg
Attention: Mardoqueo Hinojosa,
City Engineer, Engineering Director
415 W. University Drive
Edinburg, TX 78539

Re: NorrisLeal, LLC Statement of Qualifications
Request for Qualifications 2024-1 – Project Management Services

Dear Mr. Mardoqueo,

NorrisLeal, LLC, is excited to express our sincere interest in submitting our qualifications for the project outlined in your Request for Qualifications (RFQ) concerning Citywide Construction Management Services.

With a strong commitment to excellence and a proven track record in providing Construction Management Services, NorrisLeal is well-equipped to meet the needs of the City of Edinburg. Our team of Texas Licensed Professionals boasts superior background, training, and qualifications aligned with the requirements of the RFQ. We are eager to collaborate with the Department of Engineering on various capital improvement projects and city programs throughout the proposed contract term from 01.01.2024 to 12.31.2025.

It is worth mentioning that NorrisLeal has a longstanding relationship with the City of Edinburg, particularly with the engineering department. We value the partnership we have built over the years and are enthusiastic about the prospect of contributing to the continued growth and success of the City.

We understand the importance of Construction Management Services in overseeing the design, management, and contractual aspects of construction projects. Our approach involves negotiated fees, a guaranteed maximum price, and a commitment to delivering high-quality results within the defined time period.

NorrisLeal, LLC Contact: Jesus Leal (Authorized to bind the firm), 956.535.1453. We look forward to working with the City of Edinburg team. Should you have any questions do not hesitate to contact me. Thank you in advance for your consideration.

NorrisLeal, LLC

Jesus Leal, P.E.
Principal

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1.0 NorrisLeal Introduction and Team Qualifications

NorrisLeal (NL) LLC is a distinguished privately-owned engineering, design, and construction management firm specializing in the comprehensive development of water and wastewater infrastructure projects. Our capabilities extend across various tasks, encompassing conceptualization, environmental assessments, planning studies, design criteria, development, bid specifications, budgets, financing options, and construction and operation management. With a seasoned team representing diverse disciplines, including civil, environmental, structural, electrical, and mechanical engineering, as well as hydrology/hydraulics, we have amassed nearly 40 years of experience. Formerly operating as NRS Consulting Engineers and now as NorrisLeal, we have successfully managed over 700 technically unique public works projects, catering to municipalities, water utilities, water supply corporations, irrigation districts, drainage districts, and regional water authorities.

We are proud to showcase a track record of delivering project management services with precision and timeliness, particularly in our collaborations with various governmental agencies over the past two years. Our extensive experience spans a diverse range of projects, including but not limited to water and wastewater infrastructure, construction management, and public works initiatives. Our commitment to adhering to project timelines has been consistently demonstrated, ensuring successful project completion within stipulated timeframes.

What sets NL apart is our unwavering dedication to customized solutions that cater specifically to the unique needs of each client. Our approach is grounded in a deep understanding of the City's requirements, coupled with our proven ability to navigate the intricacies of governmental project management. We bring a tailored strategy that aligns with the City's objectives, ensuring seamless collaboration and successful project outcomes. **Our project management services will be spearheaded by our dedicated team based in Edinburg and Harlingen**. These strategic locations allow us to be centrally positioned for effective communication and coordination with the City.

In alignment with your request, we are pleased to submit resumes summarizing the qualifications and experience of our project manager, key staff, and any support staff likely to be assigned to the work. All relevant team members are licensed to practice Engineering, Architecture, or Master Electrician in the state of Texas, ensuring a high standard of professionalism and expertise in delivering project management services for the City.

NorrisLeal Key Staff with:

1. Total years' experience
2. Primary work assignment for this project
3. Relevant experience with Project and Construction Management

Joseph Norris, P.E.	1. 46 2. QA/QC 3. Has served as QC/PM on all projects for 43 years
Jesus Leal, P.E.	1. 40 2. Principal in Charge 3. Involved in all aspect of work with NorrisLeal for 25 years
David Pettry, MBA	1. 35 2. Principal | Contract Management 3. Involved in all planning design, project management and construction management
Jose Leal, P.E.	1. 17 2. Project /Construction Manager/Design 3. Involved in planning, design, project management and construction management
Roel Campos, EIT	1. 32 2. Safety Manager 3. Design, Analysis, Drafting and Preparing Engineering and Construction Documents
Armando Sosa, EIT	1. 3 2. Mechanical 3. Involved in all planning, design, and mechanical work
Oscar Rocha, Master Electrician	1. 23 2. Project Superintendent 3. Supervision of all on site construction personnel and subcontractors.
Fabian Diaz	1. 30 2. On Site Project Manager | Project Superintendent 3. Supervision of all on site construction personnel and subcontractors

Enclosed within the appendix are resumes detailing the qualifications and expertise of the NorrisLeal team members.

2.0 Previous Experience with City of Edinburg

Project Highlights - City of Edinburg Water Treatment and Wastewater Projects by NorrisLeal

1. **Construction - City of Edinburg Downtown Treatment Plant Filter Control and Valve Replacement Project, 2021**

Description: In 2021, NorrisLeal successfully executed the completion of the Downtown Treatment Plant Filter Control and Valve Replacement Project for the City of Edinburg. This crucial initiative involved the replacement of valves within the water treatment plant's section 3 filter gallery. The existing valves, corroded over time, necessitated replacement, and the original controls, dating back to the plant's construction, were outdated. NorrisLeal addressed this by replacing valves, actuators, compressors, and compressed air equipment, along with upgrading electrical controls for existing filter cells. As part of our commitment to quality, we recoated existing piping and meticulously labeled all waterlines with arrows, enhancing the functionality and aesthetics of the filter gallery.
Project Cost: $467,740.00

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com

2. **Construction - City of Edinburg Wastewater Treatment Plant Headworks Raw Water Pump Project, 2022**

Description: NorrisLeal proudly completed the Wastewater Treatment Plant Headworks Raw Water Pump Project for the City of Edinburg. This comprehensive project encompassed the installation of a new influent lift station 100 HP submersible pump, electrical wiring, and controls, including a 100 HP VFD with bypass pump controls. Additionally, we replaced certain sections of existing ductile iron piping and to ensure optimal functionality for the new Flygt pump. This project reflects our commitment to delivering efficient and state-of-the-art solutions to meet the city's evolving wastewater treatment needs.
Project Cost: $438,000 (Includes $25,000 City Allowance)

City of Edinburg Contact: Gerardo Carmona, Jr. P.E., Director of Utilities Ph: 956.388.8212 E: gcarmona@cityofedinburg.com

3.0 Ability to Meet Schedules and Deadlines

NorrisLeal not only possesses the manpower to swiftly mobilize and complete projects, but our extensive experience and in-depth knowledge of the City of Edinburg positions us to develop the most cost-effective and efficient construction management solution. With a background in Engineer-led construction and project management projects, we consistently add value to project outcomes. Our cohesive team, boasting two decades of collaborative work, brings unparalleled familiarity with each discipline and team member, ensuring an efficient project delivery in civil, mechanical, electrical, and structural construction areas. Organization of project schedules is the Key to our success to help streamline reviews and catch issues before construction begins.

In alignment with the City of Edinburg's diverse scope of services, NorrisLeal, LLC, commits to meeting all deadlines through our proven track record of successful project completions. Our history attests to our commitment to efficiency and timely delivery. Notable projects, such as the Southmost Regional Water Authority Brackish Groundwater Desalination Plant, exemplify our ability to design, manage, and complete a $24 million project in just 14 months, exceeding expectations by starting up in record time and remaining under budget. Similarly, our work with the North Alamo WSC on regional brackish groundwater desalination plants showcased our ability to complete projects ahead of schedule, with one facility in Donna finished five months earlier than anticipated.

In managing the construction of a 700 CFS pumping plant on the Rio Grande for the Cameron County Irrigation District, NorrisLeal completed the first component replacement of the river pump station eight months ahead of schedule, demonstrating our commitment to efficiency without compromising on quality. With a proven history of meeting and exceeding project deadlines, NorrisLeal, LLC, is well-equipped to contribute to the success of the City of Edinburg's projects.

4.0 Stability and References

NorrisLeal's stability is rooted in our extensive experience and successful track record in collaborating with the City of Edinburg. With a longstanding commitment to excellence, we proudly provide six references, each representing a testament to our stability and reliability. Our past projects with the City of Edinburg have consistently showcased our ability to deliver high-quality results.

These references not only affirm our expertise but also highlight the role each team member played in the successful completion of various projects. The recommendation letters from these references below also serve as a testament to our stability and unwavering dedication to meeting and exceeding project expectations.

At NorrisLeal, our stability is not only reflected in our history of successful collaborations but also in the enduring relationships we have cultivated with the City of Edinburg and our valued partners.

Project Refences

Southmost Regional Water Authority Brackish Desalination Plant	2004 – Current
SRWA Facility Upgrade & Expansion for Arsenic Control Brownsville, Texas **Owner Representative**: Judy Adams, Area Manager Brownsville PUB | SRWA C: 956.459.1644 E: jadams@brownsville-pub.com	**Project Size**: 7.5 MGD RO, 11 MGD MF, 4.0 MGD RO **Project Cost**: 7.5 MGD RO ($23 Million), 11.0 MGD MF plus 4.0 MGD RO ($11 Million) **NorrisLeal Role**: **Completion Date**: 2004 7.5 MGD, 2014 11.0 MGD Expansion, Expansion planning underway to 12 and 20 mgd

In 2001, SRWA retained NorrisLeal to study the initial feasibility of using reverse osmosis to treat local supplies of brackish groundwater. Subsequently, SRWA authorized extensive aquifer testing, including ten test wells and one pilot well, to determine the actual long-term quality and quantity of brackish groundwater available. The tests demonstrated reliable long-term supplies of groundwater with a relatively low salinity of 3,000 mg/l total dissolved solids. From 2001 to present, **NorrisLeal has been the engineer of record of the largest producing brackish groundwater treatment plant in Texas**.

The project encompassed 20 wells, 15 miles of raw water collection lines, 9 miles of treated transmission lines, a reverse osmosis membrane treatment system, and a 7.5 million gallon ground storage tank.

In 2006, in response to the EPA reducing the maximum containment level of arsenic in public drinking water supplies, the SRWA began piloting arsenic removal treatment alternatives to evaluate the most cost effective pretreatment configuration to comply with regulations. Microfiltration membranes were selected to remove arsenic compounds from the raw water stream.

In 2014, the SRWA Brackish Groundwater Desalination Plant expansion involved the acquisition of easements and right of ways for transmission and distribution lines and land negotiating and detailed property surveys for constructing twenty groundwater production wells. This $24 million project was designed in 4 months and started up in 14 months. This project was $3 million (12 percent) under budget and completed in time to meet summer water demands. The expansion was $11 million (Construction Management), $4 million under general contractor bid.

Current Assignments

NorrisLeal is currently assessing and maximizing optimum treatment levels and reducing membrane oxidation to increase the life of the membranes. Extensive data collection and normalization is being reviewed to develop recommendations for implementation. NL is also developing cost projections for expansions to 12 and 20 mgd.

Awards: 2003 Water Conservation & Reuse Award by AWWA, Texas Section

The G. Tim Lawrence Desalination Plant 2019 - 2022

Project Size: 2.0 MGD RO, 3.8 MGD MF
Project Cost: 2.0 MGD RO ($7 Million); 3.8 MGD MF expansion ($5.5 Million)
NorrisLeal Role: Prime Contractor, Design, Construction Management, System Operations
Completion Date: Actual completed 2018, MF expansion completed 2019; 2019-2022 Operations Assistance

Project Size: 2.0 MGD RO, 3.8 MGD MF
Project Cost: 2.0 MGD RO ($7 Million); 3.8 MGD MF expansion ($5.5 Million)
NorrisLeal Role: Prime Contractor, Design, Construction Management, System Operations
Completion Date: Actual completed 2018, MF expansion completed 2019; 2019-2022 Operations Assistance

Cinco MUD No.1 had been aggressively pursuing opportunities to reduce the amount of fresh groundwater consumed within its service area through a variety of initiatives, including conservation, education, brackish desalination, and reclaimed water reuse for irrigation. These measures were each designed to reduce water use and thereby reduce the impacts and high costs of subsidence. The district pursued deep aquifer brackish wells for potable water utilizing reserve osmosis treatment.

In 2018 NorrisLeal completed the planning, design, and construction management of the 2.0 MGD brackish groundwater desalination facility for the Cinco Ranch MUD No.1, “Master MUD” that serves the community west of Houston. In 2019, NorrisLeal worked and completed the design and construction expansion upgrade to a capacity of 3.8 MGD.

The facility will reduce the dependency on a freshwater aquifer in the Houston area that had led to subsidence, drought issues, and rising water rates. Regulations from the

subsidence district require an entity to reduce its pumping by 30-50%. This project not only reduces pumpage fees from the freshwater aquifer.

The brackish water comes from a lower aquifer, 3,000 feet below the surface, not attributing to the subsidence in the area.

By bidding the project in multiple bids, the District saved over $3M over a General Contractor led project for the reverse osmosis plant portion.

Awards: Sustainability Stars West Houston Association, December 2020 Texas Chapter of the American Public Works Association, Sustainability Practices Award, November 2021

City of Alice Brackish Desalination Plant 2014 – Current

City of Alice, Texas Brackish Desalination Plant
Alice, Texas
Owner Representative:
Michael Esparza, City Manager
City of Alice
C: 361.668.7210
E: Michael.esparza@cityofalice.org

Project Size: 4.0 MGD RO
Project Cost: Phase 1: $5.5 M; Phase 2:
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction to begin November 2023 - December 2024

In July 2019, the City received a commitment from the Drinking Water State Revolving Fund (DWSRF), totaling $5,499,000 in financing and principal forgiveness. The project was to develop a new primary brackish groundwater source. The project was to alleviate the City's concerns about increasing raw water costs from Corpus Christi. It was also to ensure that the City would have an additional water source during drought.

The proposed project will construct two brackish groundwater wells and an RO plant to create a new potable water source. The components to be funded by the DWSRF include: 1) planning, design, and construction of two groundwater wells with a combined capacity of 4.0 MGD, and a raw water line and pumping system from the wells to the ROTP, all located within City-owned property; 2) all work necessary to obtain an environmental clearance that meets the National Environmental Policy Act (NEPA) requirements for the entire project, including the two wells, raw water line, ROTP, and brine discharge line and outfall; 3) acquisition of easements for the brine discharge line; and 4) engineering services that include owner's representation

for P3 contracting review, and review and oversight of the design and construction of the RO plant.

Current Assignments

In January of 2020, the City entered into a public-private-partnership agreement with 7 Seas Water Solutions for the financing, design, construction, ownership and operation of the BWRO facility. NorrisLeal is currently the Project Manager and Engineering Consultant for the City of Alice.

EWM Full Recovery Desalination Construction 2013- 2020

Enviro Water Minerals P1
Owner Representative:
Tyler C. Montague, EWM, Carl Marks Advisors,
Phone: 229.630.7856
Email: tmontague@carlmarks.com

Project Size: 2.1 MGD
Project Cost: $40 M USD
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction 2017

The El Paso Full Recovery Desalination plant was designed in conjunction with the Owner, constructed, and managed by NorrisLeal. Overall, the project warranted more than 300 contracts/purchase orders with multiple suppliers. Construction began in February 2016 with completion and start-up in 2017. This aggressive schedule and construction timeline took a commitment and dedicated effort from the entire team of owners, engineers, contractors, and suppliers. The El Paso Facility was designed to use EPWU KBH RO Plant to produce approximately 2.1 MGD of potable water and other streams for the production of chemicals. The facility was also to create marketable commodities from the brine, including hydrochloric acid, caustic soda, gypsum and magnesium hydroxide. Plant closed and was sold in Q4 2020.

Laguna Madre Water District Microfiltration Plant - Construction 2008

Laguna Madre Water District, Port Isabel
Owner Representative:
Carolos Galvan, General Manager
Phone 956.943.2626

Project Size: 7.0 MGD
Project Cost: $7.0 M
NorrisLeal Role: Engineering Consultant, Construction Manager
Completion Date: Construction 2008

NorrisLeal provided the original design and construction of a 5 MGD plant in Laguna Vista in 1985. NL then completed an upgrade and expansion to the district's conventional surface water treatment plant. This plant provides water to the cities of Port Isabel, South Padre Island and Laguna Vista. Microfiltration (7 MGD) replaces the original sand filtration system (constructed in 1985) to provide the superior water quality to their residents.

Client References

Jim Cusack Cinco Ranch MUD No. 1 Board Member	Phone: 713.253.7034 Email: jimcusack@juno.com
Bill Ehler, P.E. Formerly LJA Engineering	Phone: 832.692.1840
Tyler C. Montague EWM, Carl Marks Advisors	Phone: 229.630.7856 Email: tmontague@carlmarks.com
Alan Garza President Bruni Rural Water Supply Corp.	Phone: (956) 333-9945 Email: Alan_Garza@kindermorgan.com
Michael Esparza City Manager City of Alice Texas	Phone: 361.668.7210 Email: Michael.esparza@cityofalice.org
Jose Armando Garza, Water Treatment Manager Southmost Regional Water Authority	Phone: 956.983.6684 Email: jgarza@brownsville-pub.com
Sonia Lambert, General Manager Cameron County Irrigation District No. 2	Phone: 956.499.4346 *Mrs. Lambert to retire at the end of December 2023, but can be reached via phone.

Evidence of Satisfactory Performance Past Projects

See letters/e-mails from satisfied clients:

On 12/21/19, 11:09 AM, "Bill Ehler" <behler@lja.com> wrote:

Jesus, I knew you all were the right company for this task. As we discussed, the board is receptive to doing the programing to replace the Wigen program and upgrade the abilities of this plant. Please prepare a proposal to complete that work. I would like to get this approved at the January meeting. The attorney wants to wait to install the new programing in March, but with the time to write the program, this may work out okay. Are you okay with waiting until March? The Operator wants the ability to enter his daily monitoring measurements on the computer so that you all can read them from off site. Additionally, you all talked about equipping the building with simple testing equipment for his daily measurements. Please determine what that equipment might be.

Thank you all for your persistent commitment and hard work. I hope you all have a Merry Christmas and Happy New Year, Bill

William T. Ehler, PE
Vice President
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042
O: 713-953-5028
C: 832-692-1840
F: 713-953-5026

-----Original Message-----
From: Jesus Leal <jleal@norrisleal.com>
Sent: Friday, December 20, 2019 7:57 PM
To: Bill Ehler <behler@lja.com>; Gregg Haan <ghaan@lja.com>; Kane Mudd <kmudd@lja.com>
Cc: Roel Campos <rcampos@norrisleal.com>; Jose Leal <jose.leal@norrisleal.com>; Oscar Rocha <orocha@norrisleal.com>; Bill Norris <bnorris@norrisleal.com>
Subject: FW: Train a

[EXTERNAL EMAIL]

Bill
We have completed the installation of SS Spools for all trains. Attached are pictures of the last train completed today.

We will be reviewing the design for all the rest of the spools for all trains, get a quote and get the green light to order maybe by the next Brazoria meeting. We very much appreciate the opportunity.

Jesus

Jesus Leal, P.E
Principal
1222 E. Tyler Ave.
Harlingen, TX 78550

November 9, 2020

From: Tyler C Montague
To Whom It May Concern:

RE: NorrisLeal, LLC

Since 2005, I have been engaged by Carl Marks Advisors (CMA) as a Managing Director / Independent Consultant. In February, 2019, Nuveen contracted CMA to provide technical support and guidance to Nuveen for the EWM-P1 Full Recovery Desalination Plant in El Paso, Texas. It is through this engagement that I have worked directly with NorrisLeal.

NorrisLeal has been involved in all aspects of the project since 2013 beginning with the design, construction and operation of the pilot plant. In 2016, NorrisLeal began the construction of this $45 million, multi-faceted water and mineral recovery project and was completed in 14 months. Since that time, they have provided ongoing operational support to the facility.

During my tenure on this engagement, I have been pleased with their performance and diligence supporting all aspects of the facility including, but not limited to; process development, operations management, and maintenance.

Based in Atlanta, Georgia, I am available to address any questions you may have. Feel free to contact me via e-mail (tmontague@carlmarks.com) or by phone (229-630-7856)

Sincerely,

Tyler C Montague

Tyler C Montague | Managing Director
Carl Marks Advisors | Investment Banking & Corporate Restructuring
900 Third Avenue, 33rd Floor, New York, NY 10022
O: +1.212.909.8400 | C: +1.229.630.7856 | tmontague@carlmarks.com

November 12, 2020

To Whom It May Concern:

RE: NorrisLeal, LLC

NorrisLeal, LLC completed the planning, design, engineering, construction management of the 2.0 MGD G. Tim Lawrence Desalination Plant for the Cinco Ranch MUD No. 1 in Katy, Texas. In 2019, NorrisLeal completed the design and construction expansion and upgrade to a capacity of 3.8 MGD in only four months. The total project cost was over $10M. Throughout the course of the project, the NorrisLeal team displayed a high level of professionalism, experience, dedication and commitment to our desalination plant. The team quickly found solutions to overcome numerous challenges during the course of start-up.

I would like to express Cinco MUD No.1's confidence in NorrisLeal with over four years of close association and our desire to work with their team. I am available to address any questions you may have, contact me via e-mail at jimcusack@juno.com or 713.253.7034.

Sincerely,

Jim Cusack
Board Vice-President
Cinco Municipal Utility District No. 1

5.0 Insurance Information

We (NL), want to affirm our commitment to adhering to all insurance requirements outlined by the City of Edinburg

An electronic version of our Master Certificate - Certificate of Liability Insurance has been uploaded onto your procurement portal. We are fully committed to securing and maintaining the necessary insurance coverage, and we will list the City as an additional insured party, providing evidence of coverage and proof of payment of insurance premiums as required.

6.0 Professional Services Agreement Statement

Our team at NorrisLeal, LLC has thoroughly reviewed the Professional Services Agreement, and we acknowledge that we understand its contents. We are fully aware of the prerequisite insurance requirements and are prepared to meet and exceed those requirements as specified in the agreement.

If selected for the project, NorrisLeal, LLC is committed to entering into the Professional Services Agreement in accordance with the terms and conditions outlined. We understand the importance of compliance and adherence to contractual obligations, and we assure you that we will approach this partnership with the utmost professionalism and dedication.

7.0 NorrisLeal Contact Information

For over 40 years, NorrisLeal has proudly nurtured deep roots in the local community of the Rio Grande Valley. With our longstanding commitment to the region, we understand the unique dynamics and needs of the area**. Our strategic presence is fortified by local offices in Edinburg and Harlingen**, strategically positioned to cater to the diverse requirements of the City of Edinburg and its projects. This local presence not only underscores our dedication to the community but also ensures that **we are readily accessible** to meet the evolving needs of our clients.

Mr. Jesus Leal, P.E., Principal
NorrisLeal, LLC
1222 E. Tyler Avenue
Harlingen, TX 78550
Ph: 956. 535.1453
E: jleal@norrisleal.com Mr.

Mr. Jose Leal, P.E.
NorrisLeal, LLC
4451 S. Jackson Road, Ste D
Edinburg, TX 78539
Ph: 956. 827.0161
E: jose.leal@norrisleal.com

Bill Norris, P.E., Principal
NorrisLeal, LLC
12400 W. Hwy 71
Suite 350-306
Austin, TX 78738
Ph: 512. 983.1449
E: bnorris@norrisleal.com

Appendix: NorrisLeal Team Resumes

Joseph W. (Bill) Norris, P.E.
Principal, NorrisLeal, LLC

Licensed Professional Engineer: 49962
Texas Firm Registration No. F-14803

M.S. in Civil/Environmental Engineering, University of Texas at Arlington, 1981

B.S. in Civil Engineering, Texas A&M University,
College Station, Texas, 1977

Joseph W. (Bill) Norris, PE has over 40 years of experience in the planning, design, and project management of municipal and industrial water and wastewater facilities. He has served as Principal since founding NRS in 1988 in Harlingen, Texas. Mr. Norris built the firm into being a leader in the development of alternative water resources, developing the largest producing brackish groundwater plant in Texas (Brownsville) and implementing the world's first Full Recovery Desalination Plant in El Paso, Texas.

Mr. Norris has been involved in the research and application of advanced treatment methods of potable and reclaimed water and has been instrumental in the expansion of brackish groundwater desalination in Texas. He has also served for 10 years as the contracting engineer for the Rio Grande Regional Water Planning Group (Region M), which is tasked with developing long-term regional water supply plans with input from various water use sectors and environmental interests. Mr. Norris is a life member of American Water Works Association and member of Texas Water Conservation Association, National Society of Professional Engineers, Texas Society of Professional Engineers, and served as a Director of the American Membrane Technology Association and the President of the South Central Membrane Association. He currently serves as a Director of the Texas Desal Association.

Project Experience

- City of Alice Brackish Desalination Plant, 2014 to present
- Cinco MUD #1 (Katy, Tx) Brackish Desalination Water Facility, 2015 to present
- El Paso Enviro Water Minerals Full Recovery Desalination. Planning, Pre Design, Piloting, Design, Construction and Operations, 2014- Present.
- Guam Public Utilities Commission, Provide oversight of capital improvements plan and subsequent implementation, 2019 - Present
- Laguna Madre Water District, Micro Filtration Improvements, 2013
- Southmost Regional Water Authority Micro Filtration and Reverse Osmosis Expansion to 11 MGD, 2015

- Montgomery County MUDs 8&9 Alternative Supply Feasibility Studies and Design for Conjunctive Use Facility, 2011
- Cameron County Irrigation District No. 2, 700 CFS River Pumping Plant on Rio Grande, Construction Management, 2005
- Laguna Madre Water District 30 MGD Pumping Plant on Rio Grande, 1989
- Brownsville PUB 160 Million Gallon Raw Water Storage Reservoir, 2001
- City of Laredo 60 MGD River Intake Pump Station, 1994
- Rio Grande Regional Water Supply Planning development for 8 county area, 2000-2010
- Laguna Madre Water District Seawater Desalination Pilot Plant, 2010
- Brownsville PUB Seawater Desalination Demonstration Project, 2008
- Water Supply Study for the American Samoa Power Authority, 2010
- Brazos River Authority, Granbury Surface UF WTP Retrofit, 2008
- Feasibility Study for Seawater Desalination Plant, Puntarenas, Costa Rica, 2007
- North Alamo WSC 3.5 MGD, Owassa Brackish Desalination Plant, Edinburg, Texas, 2008, Design Build
- North Alamo WSC 3.5 MGD Doolittle Brackish Desalination Plant, Edinburg, Texas, 2008, Design Build
- North Cameron Regional 2.5 MGD Brackish Groundwater Desalination Plant, Primera, Texas, 2007, Design Build
- Laguna Madre Water District, Rehabilitation of WTPs Nos. 1&2, 2001-2006
- San Antonio River Authority and City of Kenedy, TX modifications to and expansion of brackish groundwater desalination plant, 2006
- North Alamo WSC La Sara Brackish 1.2 MGD Groundwater Desalination Plant, Willacy County, Texas, 2004
- Southmost Regional 7.5 MGD Brackish Desalination Plant, Brownsville Texas, including groundwater assessment and pretreatment improvements, 2004
- Reuse Pilot study and report for Ultra filtration and Reverse Osmosis of effluent, Brownsville PUB
- Project Manager for 40 MGD upgrade to Brownsville PUB conventional surface water treatment plants including two 30 MGD high service pumping plants, 1996
- City of Harlingen Wastewater Reuse Facility Plant Expansion and Desalination Wastewater Plant, Harlingen Texas 1989
- City of Alice, Texas, Desalination Feasibility Report, 2014
- City of Beeville Brackish Groundwater Study, 2014

Jesus Leal, P.E.
Principal, NorrisLeal, LLC
Texas Licensed Professional Engineer: 82006

Education
MS, Environmental Engineering, Texas A&M University – Kingsville, 1997

BS, Chemical Engineering, Texas A&M University - College Station, 1983

Mr. Leal is one of the Partners for NorrisLeal, LLC. He has more than 30 years of experience in the planning, design, construction & construction management, and operations of municipal and industrial water and wastewater facilities, in the United States and abroad. His areas of special expertise include water and wastewater treatment processes as well as membrane treatment systems piloting, design, construction/construction management and operations.

Mr. Leal has provided design engineering, construction management, and construction for numerous projects in the areas of water, wastewater, and wastewater reuse in the United States and Mexico. While serving in the U.S. Navy, Mr. Leal gained five years of extensive experience in personnel, material and maintenance management, and project organization.

Mr. Leal has been instrumental in the conversion of NorrisLeal from a conventional consulting engineering firm to diversified design, construction/project management, design builder and operator, giving the client a wide range of expertise in a variety of fields from building construction to advanced water/wastewater treatment. Initially, providing a hybrid construction management whereby utilizing multiple construction contracts, saving clients over 30% saving to design building option to clients.

Project Experience

- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - current
- Bruni Rural Water Supply Corporation (BWSC) Arsenic Removal Microfiltration (MF) Project, Bruni, Texas - Present
- Cinco MUD #1 (Katy, TX) RO Brackish Desalination Water Facility, 2015-present.·
- Cinco MUD #1 (Katy, TX) Design/Build Micro-Filtration Water Facility, 2018-present.
- South Padre Island, Sapphire Dunes Bridge Walk-Over, 2019
- Enviro Water Minerals (El Paso, Tx) Full Recovery Desalination Facility. Planning, Pre-Design, Piloting, Design, Construction, Construction Management and Operations, 2014-Present.·
- Southmost Regional Water Authority Micro-Filtration and Reverse Osmosis Expansion to 11 MGD, 2015.
- North Alamo Water Supply Corporation, RO Brackish Desalination design, construction management, and construction (electrical package) of two Reverse Osmosis Facilities (Owassa and Doolitle), 2008. North Alamo Water Supply Corporation, RO Brackish Desalination design, construction management, construction (design/build project contract) of the Donna RO Desalination Facility, 2011.
- North Cameron Water Supply Corporation, RO Brackish Desalination design, construction management for North Alamo WSC, and East Rio Hondo WSC, 2010.
- Deltronicos General Motors (Matamoros, Mexico) WWTP design and construction Management.

- Delnosa General Motors (Reynosa, Mexico) WWTP design and construction (design-build project).
- AT&T (Matamorors, Mexico) WWTP design and construction (design-build project).
- Owens Corning Fiberglass Plant Project (Mexico City) design and construction Management, 1994
- Dissolved Air Flotation/WWTP design and construction (design-build project) for Fire Department in Corpus Christi.
- Port Isabel Water Plant Improvements design and construction management in Port Isabel for Laguna Madre Water District.
- Laguna Vista Water Plant Improvements design and construction management in Laguna Vista for Laguna Madre Water District.
- Laguna Vista Micro-Filtration Plant design and construction management in Laguna Vista for Laguna Madre Water District.
- Laguna Vista new WWTP design and construction management in Laguna Vista for Laguna Madre Water District.
- Andy Bowie WWTP Improvements design and construction management in South Padre Island for Laguna Madre Water District.
- Isla Blanca WWTP Improvements design and construction management in South Padre Island for Laguna Madre Water District.
- Port Isabel WWTP Improvements design and construction management in Port Isabel for Laguna Madre Water District.
- Valley Municipal Utility District No.2 Water Treatment Plant Improvements design and construction management in Rancho Viejo.
- Valley Municipal Utility District No.2 WWTP Plant Improvements design and construction management in Rancho Viejo.
- BPUB Brownsville Water Plants (2) Improvements design and construction management.
-

David Pettry, MBA
Principal, NorrisLeal, LLC
Contract Management

Education
Masters of Business Administration, Samford University, 1991
Bachelors of Business Administration, University of Mississippi, 1983

Mr. Pettry has worked in Control System Design, Product Management, Project Management, Pilot Management, and Branch Management Team for over 35 years. Mr. Pettry retired at the rank of Captain from the U.S. Navy with 30 years of active and reserve service, which included several Command tours, Operations Officer, Chief Engineering Officer, and Combat Information Systems Officer. He has served as a Principal of NorrisLeal since the acquisition of assets from NRS Engineers in 2012. Mr. Pettry's experience enabled successful project management of the Donna Reverse Osmosis Facility where he

directed the onsite activities of the Design Build Project. Mr. Pettry also managed the new well in the Catahoula Aquifer in Montgomery County, and Feasibility studies for Lavaca Navidad River Authority, the City of Beeville, and the city of Alice. Mr. Pettry managed the construction and operation of the EWM Pilot incorporating multiple water treatment technologies to purify concentrate from the Kay Bailey Hutchison (KBH) Desalination Plant in El Paso. As the Construction Manager he contracted and oversaw the construction, start-up, and operations for the EWM P1 full water purification and chemical production plant in El Paso, TX.

Water Project Experience

- El Paso Enviro Water Minerals P1 Full Recovery Desalination Plant: Planning, Pre Design, Piloting, Design, Construction and Operations, 2014- 2020
- Construction of North Alamo Water Supply Corporation, construction of Donna BWRO under design-build contract
- City of Alice, Texas, Desalination Feasibility Report, 2014
- City of Beeville, Texas, Brackish Groundwater Study (1 MGD) 2014
- City of Alice, Texas, Desalination Feasibility Report, 2014
- Lavaca Navidad River Authority, Texas, Brackish Groundwater Study 2014-2015
- Southmost Regional Water Authority MicroFiltration and Reverse Osmosis Expansion to 11 MGD, 2013
- Montgomery County MUDS 8&9 Microfiltration Pilot for Conjunctive Use Facility, 2012
- Montgomery County MUDS 8&9 Alternative Supply Feasibility Studies and Design for Conjunctive Use Facility, 2011
- City of Beeville, Texas, Brackish Groundwater Study (1 MGD) 2014

Wastewater / Sewer

- Milton WWTP, Milton, FL, 2006

Jose Leal, P.E.
Senior Project Manager, NorrisLeal, LLC
Texas Licensed Professional Engineer: 117241 (2014)
Firm Registration No. F-14803

Education
Master of Science/Environmental Engineering, Texas A&M University – Kingsville, 2011

Bachelor of Science/ Civil Engineering, Texas A&M University - Kingsville, 2006

Jose Leal, PE has over 17 years of experience in the civil and environmental engineering field. He has experience in planning, design, project management, and construction management for

both public and private sector. Mr. Leal has worked on several water and wastewater treatment facilities throughout the Rio Grande Valley that included planning, master planning, and rehabilitation of water and wastewater systems, project management, and construction management.

Construction Management Experience

- **La Sara Reverse Osmosis Water Treatment Plant** – Coordinate with contractors on the construction of a 1 MGD plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans, and specifications with project manager (8/2005).
- **Laguna Vista Wastewater Treatment Plant** – Coordinate with contractors on the construction of a 1 MGD plant. Performed required field observations of concrete structures, electrical and mechanical components (6/2005).
- **Owassa Reverse Osmosis Water Treatment Plant (2 MGD)** – Coordinated with contractors on the construction of a two 2 MGD reverse osmosis plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans and specifications with project manager (5/2007).
- **Doolittle Reverse Osmosis Water Treatment Plant (2 MGD)** – Coordinated with contractors on the construction of a two 2 MGD reverse osmosis plant. Performed required field observations of concrete structures, electrical and mechanical components, and reverse osmosis filter components. Reviewed submittals, plans, and specifications with project manager (12/2006).
- **Donna Wastewater Treatment Plant Improvements, Donna, Texas** – Reviewed submittals and request for information. Perform field observations as required (10/2009)
- **Texas A&M University-Kingsville Landscape and Irrigation Project** – Performed site observations while project was under construction. Coordinate with contractor and landscape architect on field changes and contributed to reports that were provided to the university personnel. (1/2010).
- **Hidalgo County MUD No. 1 Wastewater Treatment Plant (0.95 MGD), Mission, Texas** – Reviewed submittals and request for information. Perform field observations as required (3/2013).
- **Hidalgo County MUD No. 1 Water Treatment Plant (2.0 MGD), Mission, Texas** – Reviewed submittals and request for information. Perform field observations as required (8/2013)
- **La Hacienda Casitas Subdivision** – Reviewed submittals and request for information. Perform field observations as required (9/2013).
- **Cinco Municipal Utility District (MUD) Construction of a Reverse Osmosis (RO) System, Katy, Texas** – Senior Project manager the construction of a 5 MGD RO system in Houston. Project was bid in separate sections including the operations building, Civil site work, Mechanical Process Equipment, and the Electrical equipment. I Project managed 4 separated contractors on all aspects of the construction including construction scheduling, pay applications, submittal review, and reporting to the client. NorrisLeal had

a dedicated project representative on site coordinating daily construction activities. (01/2017-2020)

Roel Campos, E.I.T
Design Production, NorrisLeal, LLC
Texas Firm Reg. No. 14803

Education

BS, Mathematics, University of Texas at Brownsville and Texas Southmost College, 2011
BA, Government & Politics, University of Texas at Dallas, 2004
Drafting and Design Technology Coursework, Texas State Technical College, 1990-1991
AAS, Air Conditioning Technology, Texas State Technical Institute, 1989

Mr. Campos has over 29 years of experience in municipal, industrial water and wastewater projects. Primary roles include assisting engineers in design, analysis, drafting, and preparing engineering and construction documents for water and wastewater treatment plant design, conveyance and distribution system hydraulics including pump station design, drainage system, and thoroughfare/utility facilities. His expertise includes process controls, developing process and instrumentation diagrams using AutoCAD coupled with P&ID software as well as in the use of surveying GIS/GPS equipment and software (ArcView and Topcon) plus AutoCAD coupled with civil design software (Civil3D). He is also responsible for the planning, coordination, production, and quality control of construction plans and specification for projects designed by NorrisLeal.

Construction Management Experience

- CCFWSD#1 Isla Blanca Wastewater Reclamation Facility and Collection System Improvements, South Padre Island, Texas, Resident Project Representative (RPR), 1992
- CCFWSD#1 Isla Blanca Wastewater Reclamation Facility, South Padre Island, Texas, Resident Project Representative (RPR), 1993
- Sebastian Municipal Utility District Wastewater Treatment Plant Improvements, Sebastian, Texas, Resident Project Representative (RPR), 1995
- Sebastian Municipal Utility District Wastewater Collection System Improvements, Sebastian, Texas, Resident Project Representative (RPR), 1995
- City of Rowlett Northwest Trunk Sewer Line Project, Rowlett, Texas, Project Representative/Submittal Review, 1997
- City of Plano Collection System Improvements, Plano, Texas, Project Representative/Submittal Review, 1998

- LMWD Laguna Vista Collection System Reconstruction By Cured in Place Pipe, Laguna Vista, Texas, Project Representative/Submittal Review, 2002
- Valley Municipal Utility District No.2 Main Canal Replacement, Rancho Viejo, Texas, Project Representative/Submittal Review, 2003
- LMWD Andy Bowie Wastewater Treatment Plant Improvements, South Padre Island, Texas, Project Representative/Submittal Review, 2004
- Valley Municipal Utility District No.2 Collection System Improvements, Rancho Viejo, Texas, Project Representative/Submittal Review, 2005
- Valley Municipal Utility District No.2 Wastewater Treatment Plant Improvements, Rancho Viejo, Texas, Project Representative/Submittal Review, 2006
- Valley Municipal Utility District No.2 Collection System Improvements Phase II, Rancho Viejo, Texas, Project Representative/Submittal Review, 2008
- BPUB West Brownsville Sewer Rehab., Brownsville, Texas, Project Representative/Submittal Review, 2009

Armando Sosa, E.I.T
Mechanical Review, NorrisLeal, LLC
Texas Firm Reg. No. 14803

Education

BS, Mechanical Engineering – The University of Texas – Rio Grande Valley, 2020

Armando Sosa, EIT has a bachelor's degree in mechanical engineering. Through his work he has gained expertise in planning, design, project management, manufacturing, and quality control of mechanical components working directly under a Professional Engineer. Mr. Sosa is currently working on water and wastewater treatment projects as an EIT, responsible for hydraulics calculations, design of water and sewer systems, road design and verification of system's compliance with TCEQ, and reviewing plans & specs. Certifications Include: Apprentice electrician. License No. 521191, OSHA, 10-hr Construction Safety and Health, Heath: Adult CPR, Blood Borne Pathogens, Basic First Aid.

Project Experience

- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - Current
- City of Edinburg, DWTP Filter control Valve Replacement Project, 2020-2021
- USDA - Install Bipolar Ionization Units at the USDA Mexican Fruit Fly Facility, Edinburg, TX, 2022
- IBWC - Emergency Generator for the United States Section, Mercedes, TX , 2022

- Undisclosed Private Client - NorrisLeal was engaged by Client to submit their existing water systems to TCEQ as part of a Preliminary Engineering Report (Systems (PWS) to the Texas Commission On Environmental Quality (TCEQ) for review, 2021
- Brazoria Municipal Utility District No. 21, RO Water Treatment Facility Improvements, 2020 - Current
- Bruni Rural Water Supply Corporation (BWSC) Arsenic Removal Microfiltration (MF) Project, Bruni, Texas
- Los Arcos Subdivision land development, Harlingen, TX
- Harlingen Medical Center (HMC) Clean Room, Harlingen, TX
- Prime Healthcare Call Center, Harlingen, TX

Oscar Rocha
Construction Superintendent | Master Electrician NorrisLeal, LLC
Texas Firm Reg. No. 14803

Construction Superintendent Experience

Mr. Rocha boasts an extensive professional background, having dedicated numerous years to his role as a construction superintendent at NorrisLeal. His experience spans significant contributions to various water and wastewater projects in the Rio Grande Valley, showcasing a wealth of experience in construction management.

In his capacity, Mr. Rocha diligently oversees on-site project representatives, ensuring the precise installation and testing of sanitary sewer lines, manholes, and lift stations in strict adherence to design plans and specifications. His responsibilities extend to collaborating closely with the Project Engineer to maintain project timelines, meticulously reviewing contractors' pay requests, receiving monthly schedule updates, and scrutinizing daily project reports.

Furthermore, Mr. Rocha plays a pivotal role in facilitating effective communication between owners, contractors, and engineers by conducting monthly progress meetings. His steadfast commitment to ensuring the seamless execution of projects, coupled with his wealth of construction expertise, positions him as an invaluable asset to the NorrisLeal team. We take pride in highlighting that Oscar has been an integral member of the NorrisLeal team for all the project references listed, bringing native insight into the Rio Grande Valley and contributing significantly to our successful project outcomes.

Fabian Diaz
On-Site Project Manager, NorrisLeal, LLC
Texas Firm Reg. No. 14803

Project Manager Experience

Mr. Diaz has cultivated a distinguished career over several years as a construction manager within the Rio Grande Valley, contributing significantly to the success of NorrisLeal and the private sector alike. His wealth of experience is underscored by his pivotal involvement in various water and wastewater projects.

In his capacity, Mr. Diaz assumes the responsibility of supervising on-site project representatives to guarantee the precise installation and testing of sanitary sewer lines, manholes, and lift stations in strict accordance with design plans and specifications. He collaborates seamlessly with the Project Engineer to uphold project timelines, meticulously assess contractors' pay requests, receive monthly schedule updates, and scrutinize daily project reports.

Additionally, Mr. Diaz plays a role in fostering effective communication channels by directly engaging with project engineers, facilitating monthly progress meetings that involve owners, contractors, and engineers. His commitment to excellence and extensive expertise in construction and project management render him an invaluable asset to the NorrisLeal-Client team.

RIO DELTA ENGINEERING

Civil Engineering • Project Management • Land Development
Texas Engineering Firm # F-7628 • Texas Surveying Firm #10194027

THE CITY OF Edinburg

City Council
Ramiro Garza Jr., Mayor
David White, Mayor Pro Tem
Daniel Diaz, Councilmember
Jason De Leon, Councilmember
David Salazar Jr., Councilmember

City Manager
Myra L. Ayala

City Engineer
Mardoqueo Hinojosa

Statement of Qualifications

Request for Qualifications
City of Edinburg
RFQ # 2024-1
Project Management Services

Serving South Texas Since 2004

921 S. 10th Ave.
Edinburg, TX 78539
Ph: (956) 380-5152
Fax: (956) 380-5152

117 Rio Vista Blvd.
Rio Grande CIty, TX 78582
Ph: (956) 263-1041
Fax: (956) 263-1112

Email: riodelta2004@yahoo.com

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RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

December. 05, 2023

Mardoqueo Hinojosa, P.E., CFM, CPM
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78541

Re: Request for Qualifications #2024-1 Project Management Services

Mr. Hinojosa,

Thank you for allowing us the opportunity to present our Statement of Qualifications for your review and consideration. We welcome the opportunity to offer the City of Edinburg our services as they relate to the above-mentioned RFQ. Enclosed, please our Statement of Qualifications.

Our office in Edinburg is the firm's main office and our staff looks forward to contributing to the City's continuing effort to improve the lives of our families and fellow citizens. We are confident that, if given the opportunity, we can continue to provide a broad scope of expert engineering, surveying and project management services and become an essential asset for the City.

Rio Delta Engineering has recently completed work on a varied type of infrastructure projects within and for the City of Edinburg. We have the capability to perform all or most aspects of the proposed projects, including, but not limited to, construction management services, project management, design overview, construction documents review and recommendations, inspections, land and topographical surveying, cost and risk evaluation of projects, preliminary environmental evaluation, engineering design review, utility coordination, and construction administration. We are a small local firm with offices in Edinburg and Rio Grande City. We offer our clients the whole range of engineering services while maintaining the local everyday type of availability and service required by our clients. Rio Delta Engineering has the capacity to take on any project large or small and we can meet aggressive schedules and deadlines as needed. Our current workload is such that we can begin work on any project immediately.

Our goal is to become part of your team by providing counsel for all your construction management, engineering, surveying, and administrative needs. We are very familiar with the issues at hand and have worked on similar projects within the City of Edinburg and surrounding areas in Hidalgo and Starr Counties.

Our approach to projects entails a hefty combination of the latest technology, creativity, and an innovative approach towards the problem at hand. Project completion in a timely fashion and within budget is always a priority. We pride ourselves on providing all of our clients with the utmost attention by being available when needed and provide a good customer service experience every time.

We are very interested in working with The City of Edinburg and look forward to helping you with these projects. I am an officer of the firm who is authorized to bind the firm to contract and I can be reached at (956) 380-5152 by phone, (956) 380-5083 by FAX, or ivan@riodeltaengineering.com by e-mail. Please call me if you have any questions regarding this letter or the information presented in the packet.

Sincerely,

Ivan Garcia, P.E., R.P.L.S., C.F.M.
Vice-President

921 S. 10th Ave. • Edinburg, Texas 78539 • Phone: (956) 380-5152 • Fax: (956) 380-5083

2. ***General Company Information***

Firm Name:

Gilbert J Guerra Engineering, LLC dba Rio Delta Engineering
Texas Engineering Firm #F-7628 • Texas Surveying Firm #10194027
Legal Business Description: Limited Liability Company

Names of Principals in The Firm:

Rio Delta Engineering Principals	**Titles**
Gilbert J. Guerra, P.E.	President
Debra J. Guerra	Vice-president
Jose Ivan Garcia, P.E., R.P.L.S., C.F.M.	Vice-president
Julio A. Gonzalez, Graduate Engineer	Vice-president

Address:

Main Office
921 S. 10th Ave.
Edinburg, Tx 78539
Ph: (956) 380-5152
Fax: (956) 380-5083

Branch Office #1
117 Rio Vista Boulevard
Rio Grande City, TX 78582
Ph: (956) 263-1041
Fax: (956) 263-1112

Submittal is for: ***Main Office***

Rio Delta Engineering is an engineering firm offering general civil engineering and surveying services in the Lower Rio Grande Valley and South Texas. Our staff has a variety of background experience ranging from structural adhesives sales to general contracting and oilfield fracking. This varied experience, coupled with our education in Agricultural and Civil Engineering, allows us to apply common sense and a practical approach to our civil engineering services. We've all heard a contractor say" Sure, everything fits fine on paper, but…" when they encounter a design issue that just doesn't work as well in the ground as it does on the plan. At Rio Delta Engineering, our objective is to deliver a civil engineering project to our client that is practical, cost effective, and buildable within the allotted budget and time frame. Our experience on both sides of the project "table" allows us to communicate clearly to everyone involved with a project the objectives of our plans and designs, from the contractor to the system operator, to the Board or Council member, and on up to the funding agencies.

Insurance: General Liability ($2,000,000.00)
Professional Liability ($2,000,000.00)
Umbrella/Excess Liability ($1,000,000.00)
Commercial Auto ($1,000,000.00)
Workers Compensation ($100,000/$500,000)

HUB Certification:
We were initially approved as a HUB vendor on November 7, 2005.
(VID number 1830430819200/ File number 045319).
Our current approval expires September 2, 2025.

Affirmative Action Program/Equal Employment Opportunity Affirmative Action/Program Statement of Policy:
It is the policy of Rio Delta Engineering to provide equal employment opportunity in full compliance with the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1973, the Veterans Readjustment Act of 1974, and the Presidential Executive Orders of Federal Contract Compliance Programs. This provides for equal employment without regard to race, color, religion, sex, national origin, marital status, age, disability, or veterans status.

3. *Firm Qualifications and Experience*

At Rio Delta Engineering, our objective is to provide quality engineering, surveying and construction management services to our client in a timely, professional manner. Our experience in working with a variety of clients, including private developers, municipalities, county agencies, and state agencies has shown us that listening to the client and understanding his needs, is the most important step in the completion of a successful project. To this end, we make it a practice to establish clear and open channels of communication with our clients.

Our firm has completed a variety of different types of projects in South Texas since the company's inception in 2005. The projects range from land development and roadway design, to site-civil for educational institutions, commercial development, sanitary sewer treatment and collection systems, and water treatment and distribution systems. Rio Delta Engineering has completed, and is currently working on, numerous Federally and State funded projects for the City of Edinburg, City of McAllen, Edinburg C.I.S.D., Hidalgo County, Starr County, Rio Grande City, Union Water Supply Corporation, North Alamo Water Supply Corporation, the City of Escobares, the City of Roma, among some others. These projects include projects funded by the Texas Department of Rural Affairs (TDRA), the Texas Department of Agriculture (TDA), the Texas Department of Transportation (TxDOT), the Texas Water Development Board (TWDB), The Border Environment Cooperation Commission (BECC, EPA-NADBANK), the US Economic Development Agency (EDA), and the United States Department of Agriculture (USDA). The projects include roadway paving projects, extension of sanitary sewer, water distribution system improvements, wastewater treatment plant rehabilitation and new construction, and storm drainage improvements.

During the course of our 15-year existence, Rio Delta Engineering has dealt with City, County, and State agencies in order to complete our projects. We can work with any person or entity necessary in order to move projects forward to successful completion in a timely manner.

Names, Position, Phone and Fax Numbers of Contact Person:

Depending on the locality of the project, the local office has taken the lead on the project. In this instance, the Edinburg office managed by **Ivan Garcia, P.E., R.P.L.S.**, would be the lead engineer and surveyor on any projects. Ivan would provide project management, engineering design, and surveying services coordination and supervision. Ivan would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

Office Number: (956) 380-5152
Mobile Number: (956) 263-0934
Fax Number: (956) 380-5083
E-mail: ivan@riodeltaengineering.com

Key Personnel's Professional Background, Caliber and Availability

One of our key personnel is **Gilbert J. Guerra, P.E**., who has accumulated 25 years of experience in the civil engineering field ranging from supervising construction and design of municipal utilities, drainage, and roadway projects, to managing construction projects for the City of Edinburg, the City of Rio Grande City, Hidalgo County, Starr County, Edinburg CISD and Rio Grande CISD, Union Water Supply Corporation, and North Alamo Water Supply Corporation. Because of his extensive background, Mr. Guerra possesses a unique expertise that will contribute to the project's success. Gilbert would provide engineering design and construction supervision and management support from the San Antonio office and would be the secondary contact with the Owner. **Ivan Garcia, P.E., R.P.L.S.**, has accumulated 15 years of experience in the civil engineering and surveying field. Ivan would be the lead engineer out of our local Edinburg office, and would provide primary project management and engineering design and surveying services coordination and supervision. Ivan would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

Organizational Chart and Summary of Work to be Performed by each Staff Member

- Ivan Garcia, P.E., R.P.L.S, C.F.M. – Vice-President
  As the lead engineer, Ivan would provide primary project management and engineering design and surveying services coordination and supervision. He would also be primarily responsible for on-site inspections and would be the direct contact with the Owner.

- Gilbert J. Guerra, P.E. - President
  Gilbert would provide engineering design and construction supervision and management support to the Edinburg office. He would be the secondary contact with the Owner.

- Julio Gonzalez, Graduate Engineer – Vice-President
  Julio would provide design and construction supervision and inspection and construction management support from the Rio Grande City office. He would also coordinate survey support for the project.

- Edwin Pena, Graduate Engineer
  Edwin would provide design and construction supervision and inspection support from the Edinburg office.

- Roberto Salinas and David Rodriguez, Survey Crew
  As field data collection specialists, Roberto and David would provide field data collection services and construction staking services, for design and construction phases, respectively. Roberto and David work out of the Rio Grande City office.

Staff:	Civil Engineer (P.E.)	2
	Civil Engineer/Surveyor (P.E./R.P.L.S.)	1
	Graduate Engineer	6
	ACAD Technician/Designer	5
	Field Data Collection	8
	GIS Analyst	1
	Administrative Staff	2
	Total Personnel	**25**

Capacity to Perform

We are very familiar with the City of Edinburg design standards and guidelines, as well as State and Federal regulations, policies and procedures to bring projects to completion while complying with any applicable regulations.

We have the capability to perform all or most aspects of the proposed projects, including, but not limited to, construction management services, project management, design overview, construction documents review and recommendations, inspections, land and topographical surveying, cost and risk evaluation of projects, preliminary environmental evaluation, engineering design review, utility coordination, and construction administration. We are a small local firm with offices in Edinburg and Rio Grande City. We have varied experience that allow us to offer our clients the whole range of engineering services while maintaining the local every-day type of availability and service required by our clients. We have an in-house Registered Professional Land Surveyor (RPLS) and can provide full surveying services as may be needed for R.O.W. or easement acquisition.

We are confident that, if given the opportunity, we can provide a broad scope of expert engineering services, and with the help of our qualified staff we are sure we can become an essential asset for the City of Edinburg.

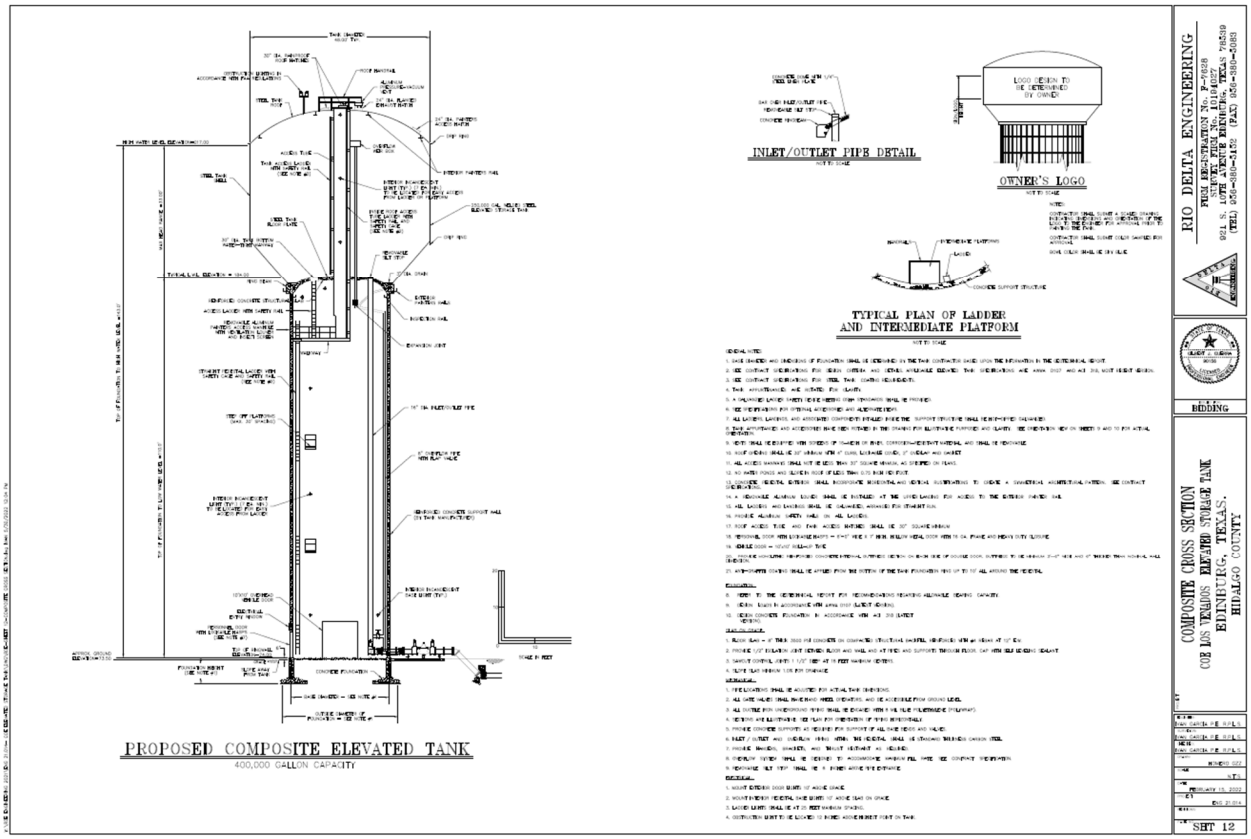
Current Workload

Rio Delta Engineering has the capacity to take on any project large or small. Our current work load is such that we can begin work on any project immediately. We have the equipment and office space available with which to expand our personnel and operations as may be required.

Some of the more recent projects that Rio Delta Engineering has provided planning, engineering, surveying, project management, and funding application services for are:

1. City of Edinburg – Los Venados Elevated Storage Tank - 2022

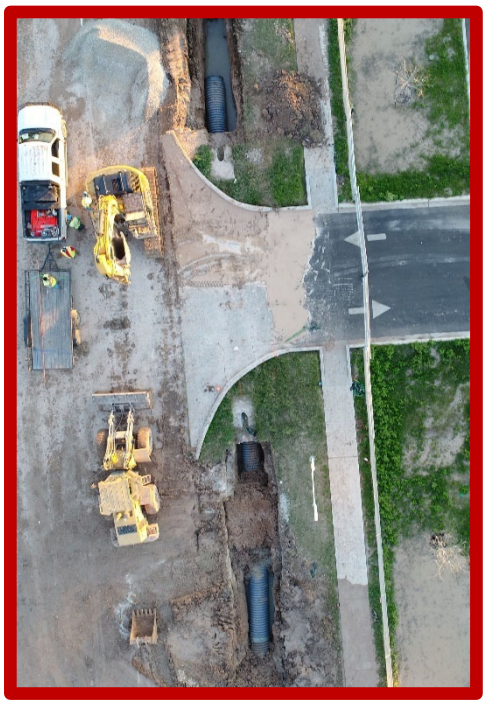
This is an on-going project which consists of the construction of a new 400,000 gallons elevated storage tank, and related improvements to alleviate water pressure and volume demands on north Edinburg area. The construction plans have been completed and the project is scheduled to be bid out for construction within the next year and to be completed and put into operation mid to late 2025 at a cost of approximately $2,000,000.



Contact: **Gerardo Carmona, Jr. P.E. – Utilities Director**
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

2. City of Edinburg – North East Doolittle Road Area Drainage - 2019

This project consisted of the construction of various drainage improvements, including, but not limited to, approximately 2,200 L.F. of 36" and 24" storm drain gravity lines, 2,800 L.F. of excavation/fill and re-grading of road side ditch, and related improvements to alleviate flooding along Doolittle Road between Rogers Road and Russell Road. The improvements were completed at a cost of approximately $387,000 and has been fully operational since the March 2019.



Contact: **Mardoqueo Hinojosa, P.E., CFM, CPM**
City Engineering
City of Edinburg
(956) 388-8211
415 W. University Dr.
Edinburg, Texas 78541

3. City of Rio Grande City, TDA #7215419 Paving Improvements -2018

This project consisted of paving various streets in the City Rio Grande City. The work involved included installing drainage improvements in one street and constructing new streets from the subgrade up to finished HMAC, with curb and gutter. The total cost of this project was approximately $400,000.00, including engineering, testing, inspection, and construction management. The funding for this project was provided by the Texas Department of Agriculture. All work has been completed and the project is being administratively closed out. Rio Delta Engineering was responsible for all design, bidding, testing, and construction management.

Contact: **Alberto Perez**
Former City Manager, Rio Grande City
(512) 809-9470

4. North Alamo Regional Wastewater Treatment Plant and Collection System -2018

This project consisted of constructing a new 0.5 mgd activated sludge wastewater treatment plant for North Alamo WSC. The plant is the first phase of what will ultimately be a 20 mgd plant located at the intersection of Minnesota and Goolie roads in Hidalgo County. The plant site is situated to serve an approximately 50 square-mile area roughly bounded by Expressway 83 on the South, Hwy 107 on the North, Expressway 281 on the West, and Mile 6 West (Westgate) on the East. This initial phase cost, approximately $13 million, including planning, acquisition, design, testing, permitting, and construction management. This project was funded jointly by the Texas Water Development Board (TWDB), the Border Environmental Cooperation Commission (BECC/NADBANK), and the Texas Department of Agriculture (TDA). The collection system consisted of approximately 32,000 linear feet of gravity sanitary sewer lines, approximately 15,000 linear feet of force main lines, and four sanitary sewer lift stations. This project provides sanitary sewer service to 471 families in six Colonias and will established the backbone for future expansion and connections within the projected 50 square-mile service area. Rio Delta Engineering has been responsible for all planning, funding applications, design, permitting, bidding, construction management, and coordination between funding agencies.

Contact: **Steven Sanchez**
General Manager, North Alamo WSC
(956) 383-1618
420 S. Doolittle Road
Edinburg, Texas 78542

5. City of Roma, Efren Ramirez Paving and Drainage Paving Improvements – 2018

This project consists of widening and paving approximately 2,315 lf of Efren Ramirez Street in Roma, Texas. The work involved includes installing approximately 5,630 lf of drainage improvements and constructing a new 37’ B-B street section with curb and gutter. The total cost of this project is estimated to be approximately $1,921,769.00 including environmental assessment, R.O.W. acquisition, engineering, testing, inspection, and construction management. The funding for this project will be provided by the United States Department of Agriculture. All funding application, environmental investigations, and engineering design has been completed. The R.O.W. acquisition is also in the final phases of completion. The project is scheduled to be put out for bid within the next few months. Rio Delta Engineering was responsible for preliminary engineering report, the environmental investigation, the engineering design, and the surveying services for design and R.O.W. acquisition. We will also be responsible for bidding, construction inspection, testing, and project management.

Contact: **Alex Barrera**
City Manager, City of Roma
(956) 849-1411
P.O. Box 947
Roma, Texas 78584-0947

6. Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation District No 1 – "Mile 17 ½ Road Canal Siphon Improvements - 2013

This project was a joint venture between the Edinburg C.I.S. D. and Hidalgo County Drainage District No. 1 for an irrigation canal crossing relocation, installation of a 490 l.f. of 60" storm sewer line and approx. 200' of road extension. This project was greatly needed to increase safety and ease traffic flow in the area due to the new construction of 1 elementary school and 1 middle school by the Edinburg C.I.S.D. The improvements were completed at a cost of approximately $635,000 and has been fully operational since 2014. As part of this project we improved the connections between the existing drain ditches and left preparations for the construction of the 1298 Ditch along Mile 9 Road between Ware Road and Rooth Road. The Improvements were completed and have enabled for a better and safer traffic flow to and from the schools. Rio Delta Engineering was responsible for all planning, design, permitting, land surveying, bidding, inspections and construction management.

Contact: **Robert Estrada**
Retired District Architect
Edinburg C.I.S.D.
(956) 279-9670

7. Starr County, Disaster Recovery 2.2, General Land Office (GLO) Paving and Drainage Improvements - 2018

This project consisted of providing paving and drainage improvements at various locations in Starr County. The work included constructing paving and drainage improvements for one street in Pct #4, constructing paving and drainage improvements including a 1.5-acre detention pond in Pct #3, and constructing a pilot channel for approximately 1.5 miles of Los Morenos Creek in Pcts #1 and 2. The total cost of this project was approximately $1,100,000.00, including R.O.W. acquisition, engineering, testing, inspection, and construction management. The funding for this project was provided by the Disaster Recovery Fund 2.2 administered by the Texas General Land Office. All work has been completed except for the pilot channel for Los Morenos Creek. Negotiations for the acquisition of R.O.W. for these proposed improvements has been onerous due to the lack of clear title for most of the properties in this area. This area is in "undivided" Porciones. The project will have to be closed out by the end of the year with whatever progress has been accomplished at that time. Rio Delta Engineering was responsible for all design, bidding, testing, surveying services for appraisal and acquisition activities, and construction management.

Contact: **Eloy Vera**
County Judge, Starr County
(956) 716-4880
100 N. FM 3167
Rio Grande City, Texas 78582

Project Approach

At Rio Delta Engineering, our objective is to provide quality engineering services to our client in a timely, professional manner. Our experience in working with a variety of clients, including private developers, municipalities, county agencies, and state agencies has shown us that listening to the client and understanding his needs, is the most important step in the completion of a successful project. To this end, we make it a practice to establish clear and open channels of communication with our clients. The following is a basic outline of the typical approach our firm has towards the successful completion of our projects:

A. ***GENERAL SERVICES***

- Review Construction documents, specifications for compliance of all City requirements .
- Review all work for compliance with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s).
- Provide recommendations regarding construction feasibility, labor availability, material usage, time requirements and update completion date based on project plans, specifications, verbal instruction(s) or combination thereof.
- Prepare cost estimates for alternative designs and material recommendations to improve project budget and its management.
- Prepare Guaranteed Maximum Price (GMP) to include any construction, material, labor, self-performed work and management cost, detailing each area of the proposal.
- Provide Value Engineering Services and make recommendations to assure compliance with GMP.
- Prepare/coordinate construction schedule for the Construction Team.
- Update schedules, activity sequences, and duration milestone dates as needed.
- Always provide site supervision during the requested services.

B. ***PRE-CONSTRUCTION PHASE***

- Assist the City and the City's Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
- Establish the master project schedule identifying all different phases and all milestone items.
- Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the City. The GMP shall include the substantial completion date of the project.
- Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
- Work with and coordinate activities with any other contractors that the City contracts work with for the project.
- Review all applicable documents to ensure constructability and to minimize change orders.

- Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by the City as direct material purchases.
- Coordinate with the City's Professional Consultants to finalize construction documents and develop bid packages.

C. PROCUREMENT (BIDS AND AWARDS)

- Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
- Assess conditions in the construction market to identify factors that will or may affect costs and time for completing the project.
- Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
- Compile bid specifications and packages, utilizing City's bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchases.
- Solicit, advertise, accept, review, and, based on approvals by the City, award bids to qualified subcontractors based on the bid packages identified.

D. CONSTRUCTION PHASE

- Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
- Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
- Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
- Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
- Provide materials to job site in a timely manner and assure their safe keeping, meeting the terms of the contract, adhering to project scheduling, and direct material purchase program.
- Develop, implement cost controls, and provide financial accounting services for documentation of projects.
- Coordinate on-site construction management services including, but not limited to:
    - progress job site meetings
    - maintain daily on-site project log and schedule report
    - oversee quality assurance testing and inspection programs
    - monitor construction management staff and subcontractor work performance for deficiencies
    - maintain record copy of all contract documents

- coordinate requests for information (RFI) submittals
- Review adequacy of and oversee and ensure compliance with construction management staff and subcontractor safety programs and policies.

D. CLOSE-OUT PHASE

- Assemble and deliver sufficient hard copies and electronic copies on USB/Flash Drive of closeout documents, parts and operational manuals, and repair and parts manual.
- Coordinate project close-out, start-up and transition to operation
- Coordinate completion of As-Built documents with City's Building Official and Project Manager.
- Complete or coordinate completion of punch-list items generated by the City's Professional Consultant and the City's representatives during their inspections.
- Coordinate with the City's Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document.
- Coordinate with the City's Building Official to prepare the Certificate of Final Inspection.
- Coordinate and conduct Building Warranty Inspections
- Warrantee all workmanship and material for one (1) year following substantial completion.
- Ensure coordination and implementation of equipment training for City staff.
- Provide USB/Flash Drive for all project photos.
- Project video record of any training provided to City's staff.

4. *Team Member Qualifications and Experience (resumes)*

Jose Ivan Garcia, P.E., R.P.L.S., C.F.M.
Partner, Rio Delta Engineering

Education:

Texas A&M University Kingsville, TX, BS Civil Engineering, December 2008

Licensure & Certifications:

Licensed Texas Board of Professional Engineers, December 2013, P.E.#115662

Texas Board of Professional Land Surveying, May 2014, R.P.L.S. #6496

American Institute of Constructors, March 2012, Associate Contractor (AC)

Work Experience:

May 2009 – Present — **Rio Delta Engineering**
Duties: Partner, Civil Engineer, RPLS, Project Manager

- Manages the day-to-day operations of the Edinburg office.
- Supervises the engineering and surveying staff and all engineering design and surveying services.
- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management for clients, as may be required.
- Attends public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.
- Coordinates with City, County, and State agencies on behalf of client throughout the course of completing a project.

Summer 2008 — **Texas Department of Transportation, Pharr, TX 78577**
Duties: Engineering Technician Internship

- Assisted Civil Engineer in application of principles, methods, and techniques of civil engineering technology on the planning and construction of US 83 “Arroyo Roma” bridge, FM 650 “Los Negros Creek” bridge and Garcia St. relocation of utilities in the city of Roma, Texas.

Feb 2006 – Dec 2006 — **CRC Engineering, Inc., McAllen, TX 78504**

Duties: CADD Technician

- Designed and prepared detailed electronic (CAD) working plans for complex projects from observation, measurements, sketches, specifications, and standard layouts provided by customers, consultants, and/or departmental contacts.

Gilbert J. Guerra, P.E.
President, Rio Delta Engineering

Education:
Texas A&M University, College Station, TX, BS Agricultural Engineering, May 1985

Licensure & Certifications:
Licensed by the Texas Board of Professional Engineers, July 2002, P.E. #90156
Licensed by the Alabama Board of Professional Engineers, February 2008, P.E. #29229

Military Service:
United States Marine Corps, 1976-1982, Honorable Discharge, E-5

Work Experience:

Jul 2005 – Present — **Gilbert J. Guerra Engineering, LLC dba Rio Delta Engineering**

Duties: Owner, President, Civil Engineer, Project Manager

- Supervises the engineering and drafting staff and all engineering design.
- Coordinates with City, County, and State agencies on behalf of the client throughout the course of completing a project.
- Consultant for Rio Grande City (8yrs)
- Consultant for Union Water Supply Corporation (7yrs)

Feb 2004 – Jun 2005 — **Rio Delta Engineering & Surveying**

Duties: Vice President, Resident Engineer

- Supervised the engineering and drafting staff and all engineering design.
- Coordinated with City, County, and State agencies on behalf of the client throughout the course of completing a project.

Aug 1996 – Feb 2004: — **J.E. Saenz & Associates, Inc., Edinburg, TX**

Duties: Director of Engineering

- Supervised the engineering and drafting staff and all engineering design.
- Coordinated with City, County, and State agencies on behalf of the client throughout the course of completing a project.
- Provided construction management and supervision on City construction projects.
- Provided field engineering services for the City on projects undertaken by City utility and street paving crews.
- Provided engineering reports, certifications, design and permitting services to the City for City construction projects.

Julio A. Gonzalez, Graduate Engineer

Partner, Rio Delta Engineering

Education:

Texas A & M University Kingsville, BS Civil Engineering, December 2010

South Texas College, Associate of Mathematics and Science, May 2008

Work Experience:

July 2011 – Present
Duties:

Rio Delta Engineering
Graduate Engineer, Partner, Project Manager

- Manages to day-to-day operations of the Rio Grande City office.
- Supervises the engineering and surveying staff and all engineering
  design and surveying services in the Rio Grande City office.
- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management for clients, as may be required.
- Attends public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.
- Coordinates with City, County, and State agencies on behalf of client throughout the course of completing a project.

Jan 2005 – Dec 2008
Duties:

Construcciones en General, Camargo, Tamaulipas
Project Manager

- Supervised site work for paving as well as sewer build outs.
- Prepared bid proposal for project bidding.
- Managed budget and expenses.

Jun 2004 – Dec 2004
Duties:

COMAPA, Camargo, Tamaulipas
Technician

- Performed analysis of potable system and wrote reports on improvements.

Norberto Lopez, Graduate Engineer

Education:

University of Texas, Rio Grande Valley, BS Civil Engineering, May 2017

Work Experience:

March 2018 – Present
Duties:

Rio Delta Engineering
Graduate Engineer

- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project management and inspection for clients, as may be required.
- Attends public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.

Edwin Pena, Graduate Engineer

Education:

University of Texas, Rio Grande Valley, BS Civil Engineering, May 2020

Work Experience:

January 2017 – Present
Duties:

Rio Delta Engineering
Graduate Engineer

- Meets with clients to plan, manage, design, and supervise the construction of projects.
- Provides project inspection for clients, as may be required.
- Attends public meetings in order to present projects for consideration and approval when required and to provide project updates when necessary.

Jose Galvan III

Education:

Texas A&M University, College Station, Texas, BS GEOGRAPHIC Science and Technology, May 2017

Work Experience:

July 20, 2020- Present — Rio Delta Engineering
Duties: **GIS ANALYST**

- Meet with clients to plan and develop interactive map systems.

May 2019– July 2020 — United States Postal Service
Duties: **Rural Car Associate**

- USPS delivery and customer service.

Mar 2018 – May 2019 — Starr County Sheriff's Office
Duties: **Detention Officer**

- Receive and process inmates into custody.
- Maintain jail security and order
- Supervise inmates for conformance to institutional rules, regulations, and procedures

Jun 2017 – Jan 2018 — Land Dept., Killam Oil Co., Ltd, Laredo, Texas
Duties: **Land Tech/ GIS Analyst**

- Execute the transfer of mineral rights to royalty owners.
- Gather GIS data in order to map prospective leases.

Jan 2014 – May 2017 — Geography Dept., Texas A&M University, College Station
Duties: **Paid Undergraduate Research Intern**

- Researched soil moisture and soil temperature records by searching through online archives and websites.
- Evaluated soil moisture and temperature records for erroneous data.
- Analyzed different satellite soil moisture products by modeling and comparing satellite soil moisture measurements to *in-situ* soil moisture measurements.

5. ***References***

1. Eloy Vera, Jr.
   County Judge
   Starr County
   100 N. FM 3167
   Rio Grande City, TX 78582
   (956) 716-4800

   Rio Delta Engineering has provided engineering consulting services to Starr County for the past 17 years. We have designed, advertised, bid out, and provided construction and contract administration for paving projects, sanitary sewer collection systems projects, drainage projects, a solid waste transfer station, and subdivision review. Most of these projects were funded by Federal and State agencies. We have assisted the County Staff with funding applications, permit renewals and permit modifications for the Starr County Solid Waste Transfer Station.

2. Mardoqueo Hinojosa, P.E., CFM, CPM
   City of Edinburg
   415 W. University Dr.
   Edinburg, Texas 78541
   (956) 388-8955

   Rio Delta Engineering serves as one of Consulting Engineers on rotation for the City of Edinburg. We provide on-call engineering services related to water distribution systems, sanitary sewer collection systems, and paving and drainage improvements. We attend all City meetings and provide reports to the Council as needed. We coordinate with staff on the day-to-day needs as they relate to our engineering and surveying services. We provide engineering design, surveying, and construction and contract management services for those projects that are bid out.

3. Alberto Perez
   City Manager
   City of Mercedes
   400 S. Ohio Ave.
   Mercedes TX 78570
   (956) 565-3114

4. Robert Estrada, AIA
Former District Architect
Edinburg Consolidated Independent School District (ECISD)

Rio Delta Engineering has completed a multitude of paving projects for the ECISD. RDE was the project engineer for the 2008-2009 ECISD Bond Project. Our work consisted of first providing site feasibility studies for one middle school site and four elementary school sites. We then provided surveying services for property acquisition and platting services for four of the sites. RDE also provided site-civil and off-site utility and paving improvements for the four elementary schools. This work entailed widening roads in the County, widening streets in the City of Edinburg, rerouting a Hidalgo County Irrigation District No. 1 irrigation canal by taking it underground so as to provide an on-grade crossing of a newly opened County road. Throughout the project RDE provided coordination between the ECISD, Hidalgo County Pct. #4, the City of Edinburg, the City of McAllen, Hidalgo County Drainage District #1, and Hidalgo County Irrigation District #1 and the Santa Cruz Irrigation District at different times.

6. *Insurance and Certifications*

Insurance:

General Liability ($2,000,000.00)
Professional Liability ($2,000,000.00)
Umbrella/Excess Liability ($1,000,000.00)
Commercial Auto ($1,000,000.00)
Workers Compensation ($500,000.00)

HUB Certification:
We were initially approved as a HUB vendor on November 7, 2005.
(VID number 1830430819200/ File number 045319).
Our current approval expires September 2, 2025.

(Certificates are attached)

Pending Litigation:

Rio Delta Engineering is not currently under any type of legal litigation related to any professional services rendered by the firm.

7. ***Professional Services Agreement***

I have read the Professional Services Agreement and agree to meet the City's insurance requirements should Rio Delta Engineering be selected to provide engineering and/or surveying services to the City. If selected, Rio Delta Engineering will enter a professional services agreement with the City. As a Partner in Gilbert J. Guerra Engineering, LLC, dba Rio Delta Engineering, I am authorized to commit the firm to such an agreement.

Jose Ivan Garcia, Vice-President

12/12/2023

Date

8. *Contact Information*

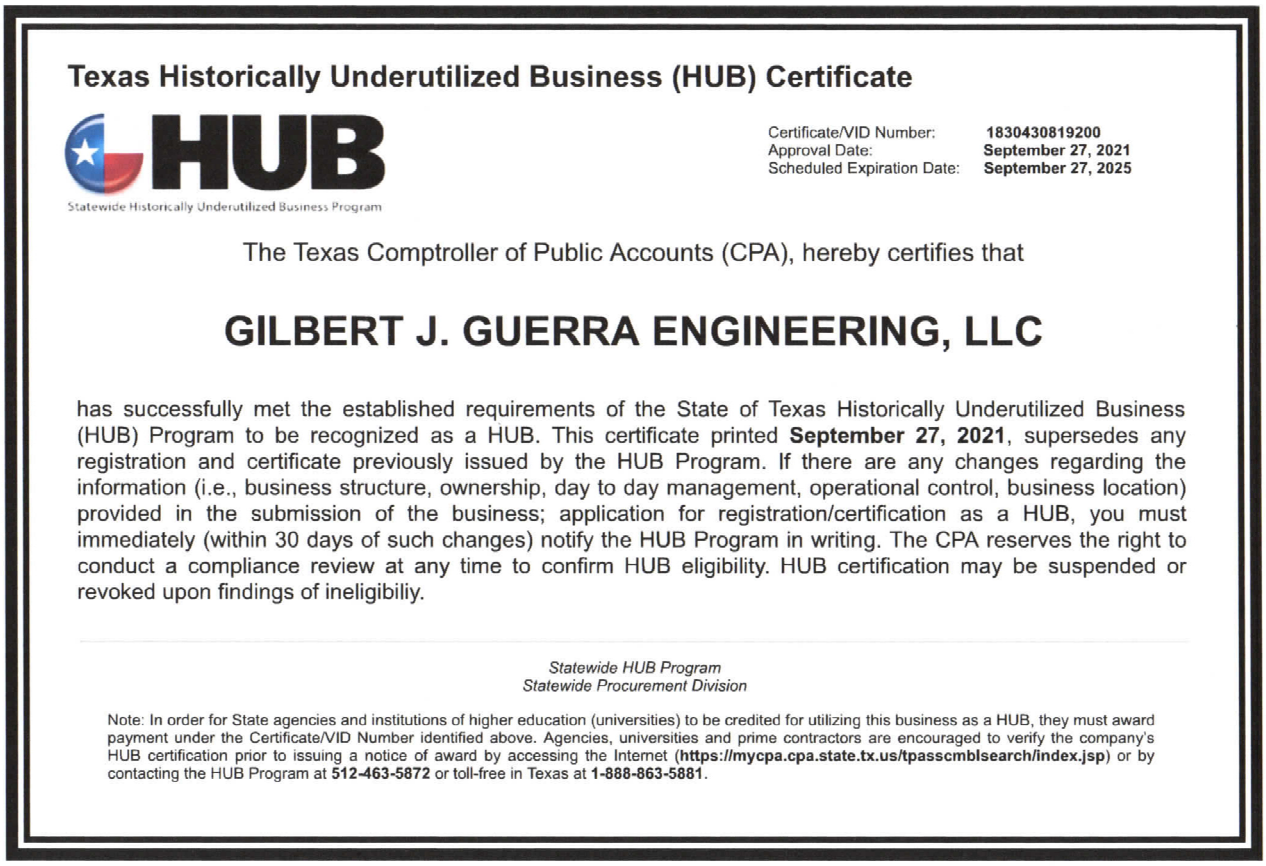
Jose Ivan Garcia, P.E., R.P.L.S.
Partner, Rio Delta Engineering

921 South 10th Avenue
Edinburg, TX 78539
Office (956) 380-5152
Fax (956) 380-5083
E-mail: ivan@riodeltaengineering.com

Gilbert J. Guerra, P.E.
President, Rio Delta Engineering

921 South 10th Avenue
Edinburg, TX 78539
Office (956) 380-5152
Fax (956) 380-5083
E-mail: gilbert@riodeltaengineering.com

9. ***Attachments***



Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1830430819200**
Approval Date: **September 27, 2021**
Scheduled Expiration Date: **September 27, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

GILBERT J. GUERRA ENGINEERING, LLC

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 **September 27, 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**.

TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Gilbert Jesus Guerra

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 12TH DAY OF JULY, 2002.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER 90156

TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Jose Ivan Garcia

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the Board at the City of Austin, this 4th day of December, 2013.

BOARD CHAIR

BOARD SECRETARY

SERIAL NUMBER 115662

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Gilbert J. Guerra Engineering, LLC
Rio Delta Engineering

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-7628

Expiration Date
1/31/2024

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Gilbert J. Guerra Engineering, LLC

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
10194027

Expiration Date
12/31/2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2023

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: Austin Naegele	
Texas Risk Solutions, LLC	PHONE (A/C, No, Ext): (210) 426-3053	FAX (A/C, No): (888) 794-0361
222 KESSLER ST	E-MAIL ADDRESS: austin@txrisksolutions.com	
NEW BRAUNFELS TX 78130-7624	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Ins Co Ltd	11000
INSURED	INSURER B:	
Gilbert J Guerra Engineering, LLC	INSURER C:	
DBA Rio Delta Engineering	INSURER D:	
921 S 10th Ave	INSURER E:	
Edinburg TX 78539-4472	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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	65SBAIO1894	02/10/2023	02/10/2024	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		65UECIA2543	02/10/2023	02/10/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10000	Y		65SBAIO1894	02/10/2023	02/10/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
	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 is additional insured per written contract.

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

Austin R Naegele, CIC

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2023

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: Kevin Esler
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 : Hudson Insurance Company	25054
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Gilbert J. Guerra Engineering LLC, dba Rio Delta Engineering, 921 South 10th Avenue, Edinburg TX 78539

COVERAGES CERTIFICATE NUMBER: Master 23-24 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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Retro Date: Full Prior Acts			PRB 06 19 117525	10/20/2023	10/20/2024	Per Claim Limit	$2,000,000
							Aggregate Limit	$2,000,000
							Per Claim Deductible	$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

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): 06/28/2023

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Gilbert J Guerra Engineering LLC DBA: Rio Delta Engineering 16607 Blanco Rd Ste 1403 San Antonio TX 78232	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 3089083 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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						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 $							$
A	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	N	76WEGGG2316	08/05/2023	08/05/2024	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured Locations: 921 S 10th Ave, Edinburg, TX 78539; 117 Rio Vista Blvd, Rio Grande City, TX 78582

CERTIFICATE HOLDER

INSURED COPY

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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RO ENGINEERING, PLLC

Statement of Qualifications

City of Edinburg

December 11, 2023

Professional Engineering Services

PROJECT MANAGEMENT AND ENGINEERING FOR THE GREATEST VALUE TO OUR CUSTOMERS

City of Edinburg

#2024-1

Project Management Services

Due on December 12, 3:00 PM

ENGINEERING, PLLC
www.ro-engineering.com

RO ENGINEERING | 2705 E DAVIS RD.|SUITE A| EDINBURG, TX 78542

T 956 292 3336 | RO-ENGINEERING.COM

RENE R. OLIVAREZ, P.E., CSSGB

R.OLIVAREZ@RO-EGINEERING.COM

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December 11, 2023

City of Edinburg
415 W. University Dr.
Edinburg, TX 78540

RE: Project Management Services

Thank you for the opportunity to submit our Statement of Qualifications which highlights some of our public project experience for your review and consideration.

We are confident that we can provide the City of Edinburg with our professional management and engineering services. Our team has the capability to manage and perform Mechanical, Electrical, Plumbing & Civil Engineering. We have worked with construction contractors as a design team and construction managers which include their expertise on timing, sequencing, materials, and constructability on more than one-third of our projects. We are skilled at specifications development and bidding for competitive sealed proposals (CSP) for the customary smaller and straight-forward projects. With in-house integrated design and construction administration, our staff can ensure construction occurs as the construction documents intend. We are prepared to begin working with and represent the City of Edinburg on current and future projects.

At the core of RO Engineering, project management planning steers with the end in mind. We serve our stakeholders with the best quality control, time management, problem solving skills and establishing strong communications which have created the pathway to trust our name. Having executive oversight and insight into projects is key when working with a developed project road map to quickly get up to speed on what is happening at any point.

We have the experience and knowledge to manage and understand high quality, highly coordinated drawings because our in-house engineering and construction services work side-by-side under one roof. Coordination and time savings start the minute our computers turn on. If a construction or design issue comes up, all parties can verify immediately in lieu of an email, phone call or travel. We communicate to our Owner(s) directly and document each of our field visit observation reports that include photographs, plans for any on-site clarifications, document conversations and decisions and document the overall progress of the work.

LOCAL FIRM

As a business owner, we have worked in the valley for over 25 years, made Edinburg our home and placed our businesses offices in Edinburg.

My Firm is located at:

2705 E Davis Rd. | Suite A | Edinburg, TX 78542

COMMITMENT TO PROJECT BUDGET

RO Engineering management team is committed to controlling the costs and keeping projects within budget. We have previously demonstrated on all our projects to be budget sensitive and provide our customers with the best possible budget and provide quality and customer satisfaction.

Furthermore, our office staff reviews and tracks all the costs being expensed during the project. We work together with the City Engineer so that vendors will be paid in accordance with the percentage of completion of the project.

A bookkeeping auditor provides a monthly review of our books to ensure the accuracy of our finances. Our CPA provides an annual review of all books to ensure all transactions are accurate, tied to a quote, invoice, W9 and have supporting documentation. Our bonding agent and surety reviews our books on a quarterly basis and any questions can be addressed by our CPA.

For this reason, we are confident that we can be trusted to be transparent and capable of controlling all project costs.

PROFESSIONAL DELIVERY

RO Engineering proposes to use its in-house design team to provide engineering services for projects. Our team includes designers and construction managers who will work together to provide efficient delivery of projects with transparency and trust. We collaborate with our engineers, architects, and owners to provide professional management services that build on our developed teamwork model.

RO Engineering communicates and correspondence will be achieved most efficiently and effectively. We propose to have bi-weekly meetings with the owner to keep them abreast of the design and construction progress. RFI's, Submittals, Payment applications, construction schedule changes will be reviewed addressed during the meetings to ensure the project is on schedule and on budget.

Should you need additional information or have any questions, please do not hesitate to contact me at 956.292.3336. I will serve as the contact person to provide any clarification required and will serve as the authorized person to conduct final contract negotiations on behalf of RO Engineering, PLLC.

Sincerely,

Rene R. Olivarez, P.E., CSSGB | Principal

RO Engineering, PLLC (ROE) Parent Company
Renoworks-Facility Solutions, LLC (sister company)
Quantum-Mechanical Contractors, LLC (sister company)

RO Engineering, PLLC was founded on November 25, 2009, by Rene R. Olivarez, P.E. Rene started the firm after practicing for 20 years with other engineers on a variety of engineering and construction projects overseeing budgets, facilities, personnel, and quality control documentation daily in decision making. His management and quality control skills give him the edge to provide customers the valued service which focuses on critical paths in construction, as a designer decision maker, providing analytical data and quality service as an owner's representative. He has traveled and visited other manufacturing quality control plants and has been extensively involved in conferences and meetings with stake holders and engineers that have provided technical, budget cost concerns and knowledge to quantify and provide quality engineering specification designs.

Vision
To be recognized for our project success and the value we deliver to our customers.

Company Mission
At RO Engineering, we strive to deliver the highest quality of professional engineering and construction management services by focusing on innovative & cost-effective solutions, quality, delivery on time, and customer service. We conduct our business with integrity and hard work and strive to build long-term relationships with our customers.

Values
We value the Voice of the Customer, Safety, Quality, delivery on-time, Customer Service, Innovative and Cost-effective Solutions, Teamwork, and Excellence.

Firm Name and Location
RO Engineering, PLLC
2705 E. Davis Rd.
Edinburg, TX 78542
Phone: o. (956) 513-1849 or m. (956) 292-3336
Email: r.olivarez@ro-engineering.com
Website: www.ro-engineering.com

Company Information and Background
RO Engineering PLLC, a Professional Limited Liability Company was established on November 25, 2009, in the State of Texas and is owned by Rene R. Olivarez, P.E. The Firm is registered with the State of Texas under Registration No. F-12179.

Non-Discrimination Statement
RO Engineering does not discriminate against any employee or applicant based on race, religion, sex, national origin, or disability.

Rene R. Olivarez, P.E. | Principal & Project Manager

The following is a brief description of the firm's key staff and their areas of expertise:

Rene R. Olivarez, P.E. | Principal and Lead Project Manager
Board of Professional Engineers & Land Surveyors #102302
Texas Department of Insurance Registration: RME-G-2353934
TDLR HVAC License: TACLA #100226E

Mr. Olivarez is a Hispanic American and a graduate of Edinburg High School and obtained a Bachelor of Sciences from the University of Texas Pan American. He received his license as Professional Engineer from the Texas Board of Professional Engineers. He has extensive knowledge in energy conservation, construction supervision, estimating, and business quality control. His experience includes energy studies & procurement, preparation of engineering plans and specifications, grant writing, bidding and contractual processes, construction management, facility assessments, board presentations, private and public infrastructure projects. Mr. Olivarez has a strong management background having direct oversight of Edinburg CISD's Maintenance & Facilities Department. He also previously worked for General Electric Motors & Controls Manufacturing for 10 years in Quality Control. He has a license as a Professional Engineer, HVAC Contractor License, RME-G Fire Sprinkler License and is certified in Six-Sigma.

EDUCATION
Bachelor of Sciences from the University of Texas Pan American
High school diploma from Edinburg High School

LICENSURE & CERTIFICATIONS
Professional Engineer, License No. 102302
Fire Sprinkler License, License No. RME-G-2353934
HVAC Contractor License, License No. TACLA100226E
Six Sigma Black Belt Trained / Six Sigma Green Belt Certified
Mold Remediation Contractor
Quality Control Auditor

MEMBERSHIP
City of Edinburg Board – Planning and Zoning Member
City of Edinburg – Chamber of Commerce Ambassador
Rio Grande Valley-AGC – Member
Lion Club Member- Edinburg Chapter
Living Word EFC- Building Consultant and Active Member
Edinburg Schools- Parent Volunteer
UTRGV – Alumni

WORK HISTORY
2019-Present, Principal of Quantum-Mechanical Contractors, LLC
2018-Present, Principal of RENOWORKS, LLC
2009/2014-Present, Principal of RO Engineering, PLLC
2008-2014, District Engineer for Edinburg Consolidated Independent School District
1997-2008, Quality Management at General Electric Motors & Controls, Reynosa MX

PROJECTS WITH RO ENGINEERING, PLLC

2022	$90K	Hidalgo County PCT.4 Head Start Parking Improvements
2022	$65K	Hidalgo County PCT.4 CM for Two Waste Collection Sites
2021	$45K	Hidalgo County PCT. 4- San Carlos Bus Shelter
2021	$2.2M	Edinburg CISD, Secured Entrances at 30 Campuses
2020	$500K	City of Elsa, Elsa Pacific Trails
2020	$170K	ECISD, Boiler Replacements
2020	$150K	ECISD, Zavala Elementary Gym HVAC Replacements
2020	$200K	City of Edinburg, Onsite Standby Generator for Wastewater Plant
2020	226K	City of Edinburg, Downtown Water Plant Electrical Improvements
2019	$226K	City of Edinburg, Downtown Water Plant Electrical Improvements
2019	$5.5M	ECISD, Hargill Elementary Classroom Renovation
2019	$5.2M	City of Edinburg, Edinburg Transit Terminal
2019	$875K	City of Pharr, City of Pharr HVAC Replacements City Wide
2019	$165K	City of Pharr, Pharr Sports Complex & Witten Park Sports Lighting
2019	$450K	City of Edinburg, Los Venados Booster Station
2018	$270K	Edinburg CISD, Barrientes CTE Welding Shop
2018	$368K	Mission CISD, Mission High School Tennis Court Lights & Canopy
2017	$1.22M	City of Edinburg, Edinburg Police Dept. Training Facility
2017	$250K	Edinburg CISD, Edinburg North HS Boys Athletic Lockers Renovation
2017	$240K	City of Edinburg, Pump Station No.1 Standby Generator
2017	$620K	Edinburg CISD, Edinburg North HS Cooling Tower Replacement
2016	$12.8M	Weslaco ISD, Weslaco ISD Energy Conservation Project
2015	$265K	City of Edinburg, Dustin M. Sekula Library Standby Generator
2015	$205K	Mercedes ISD, Demolition and reconstruction of Stadium Bleachers

Norma Catalina, M.Ed. | Administrative Project Coordinator

Mrs. Norma Catalina manages the company's day-to-day operations and is a senior executive. She's obtained a Bachelor's in Education and holds a Master's in Educational Leadership both from the University of Texas – Pan American. Her 24 years of experience in public education gives her an edge in dealing with our public-school clients. Norma's primary responsibilities cover all aspects of construction administration, ensuring that all technical requirements of contracts are attained and executed. She assists in setting up the contract content and keeping all records regarding the contracts such as award, any modifications, notices to proceed, etc. She maintains project logs and ensures that all subcontracted work is sent out and comes back completed and on-time. Track costs and provide quality control of the firm's documentation (i.e., AIA documentation). She will ensure all invoices are paid on time, keep track of submittals, RFI's, field reports and safety logs. She drives the warranty documentation and close out binders of each project. She ensures all warranty documents, lien releases are properly compiled and delivered to the owner, all punch list items are completed, and documents properly signed and filed. Norma is known for her ability to multi-task and on average manages eight projects simultaneously. Her skills with people allow her to maintain good public relations with clients both in English and Spanish.

EXPERIENCE

2019 – Current – Quantum Mechanical Contractors – Administrative Project Coordinator
2019- Current – RENOWORKS, LLC – Administrative Coordinator and Construction Manager
2018- Current – RO Engineering, PLLC – Administrative Coordinator
2014-2019 Edinburg CISD, Asst. Principal at Memorial Middle School
2010-2013 Edinburg CISD, Asst. Principal at Harwell Middle School
2007-2010 Edinburg CISD, Curriculum Assistant Canterbury Elementary
2005-2007 Edinburg CISD, Curriculum Assistant Cano-Gonzalez Elementary
1997-2005 Edinburg CISD, Teacher and Curriculum Writer

EDUCATION

South Texas College, Construction Superintendent Certificate 2021
Masters in educational leadership, University of Texas Pan American, 2004
Bachelor's in education, University of Texas Pan American, 1997
Rio Hondo HS Graduate 1991

MEMBERSHIPS AND TRAINING

Member of AGC (Associated General Contractors, Harlingen TX)
AGC-RGV - Co-Chairwomen with Women in Construction
Edinburg Chamber of Commerce Ambassador Member
City of Edinburg Community Development Council Board Member
STC Construction Superintendent Leadership training
UTRGV – Alumni
STPA SBDM Committee Member

SKILLS

Construction Administration, Bilingual and Biliterate, Marketing
Quick Books software, financial reports (i.e., P&L, WIP, Balance Sheets)

David R. Rivera | Mechanical Designer

Mr. Rivera graduated from UTRGV in electrical engineering. He has demonstrated a history of working in civil engineering and engineering electrical studies. His skills include AutoCAD, AutoCAD MEP, Revit, Visual 3D, and PSpice. He has worked on site layouts, commercial, MEP and Electrical projects and design; construction management, inspections, permits and cost estimates. Mr. Rivera has monitored project progress and ensures specifications and safety standards throughout the construction engineering projects he has worked on.

Pedro Rodriguez | Plumbing Designer

Mr. Rodriguez has 16+ years of experience in plumbing, mechanical and electrical. He has worked in MEP design for K-12, higher education, health care, Industrial, commercial, and residential. He has extensive knowledge of working with BIM, Auto CAD, Revit, Navisworks, 3D modeling and other software. Mr. Rodriguez has also served as a construction administrator for other firms in the past. He has overseen the development of design on Design-Build projects and worked on Value-Engineering (VE) and Constructability Studies. Mr. Rodriguez will be involved in the technical review of construction documents and construction administration.

Hector Montoya | Electrical Designer

Mr. Montoya is an electrical designer with over 20 years of design and industrial work. He graduated from the Institution of Computer Administration in Monterrey, Mexico. He is proficient in AutoCAD, Revit, BIM, and other software programs. He has overseen the development of design on Design-Build projects and worked on Value-Engineering (VE) and Constructability Studies. He has worked with big company projects within electrical design (i.e., CEMEX, Monterrey Casino, Chihuahua Airport, Water Treatment Plants). His experience and quality control are demonstrated in his electrical designs. Mr. Montoya has monitored project progress and ensures specifications and safety standards throughout the construction engineering projects he has worked on.

Luis Alvarez | Mechanical Project Manager

Mr. Alvarez has experience in construction working in Mexico. He has a strong background in construction with a specialty in electrical construction trades, managing personnel, estimating costs, field reporting and working with subs. He has worked on site layouts, commercial, MEP and Electrical projects and design; construction management, inspections, permits and cost estimates. He understands quality control and demonstrates knowledge working with subs and staying under or on budget. He will provide oversite of all workers on site and ensure they are working safely and efficiently in sync with the construction schedule. He will ensure all materials are delivered to the site along with the necessary equipment for construction. He has learned how to effectively communicate with subcontractors and construction workers effectively and respectfully.

Joe De La Fuente | Project Manager

Mr. de la Fuente has over 15 years' experience and is a skilled professional with experience in supervisory, project management, civil work and individual contributor roles within large corporations and small businesses. He has managed multimillion dollar projects coordinating with all trades, developing good faith with project owners, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. He has managed day to day operations for planning, bidding, and executing contracts, submittals with a follow-thru on orders. His direct contact with customers and engineers to ensure a quality product is what makes him a professional on our team. He is very thorough and pays attention to details. He is professional in his work and shows respect toward clients and employees.

Robert Reyna | Construction Superintendent

Mr. Reyna has over 30 years' experience in construction working in the state of Texas. He has a strong background in construction with a specialty in Fire Protection, masonry and concrete, MEP and various other construction trades. He will provide oversite of all workers on site and ensure they are working safely and efficiently in sync with the construction schedule. He will ensure all materials are delivered to the site along with the necessary equipment for construction. He has learned how to effectively communicate with subcontractors and construction workers effectively and respectfully. He is adept at eliciting and providing information in a timely and professional manner that ensures the construction moves forward smoothly. His experience covers public and private sectors from small renovations and rehabilitation to commercial and large public buildings.

Karla Tavarez | Accounting Bookkeeper

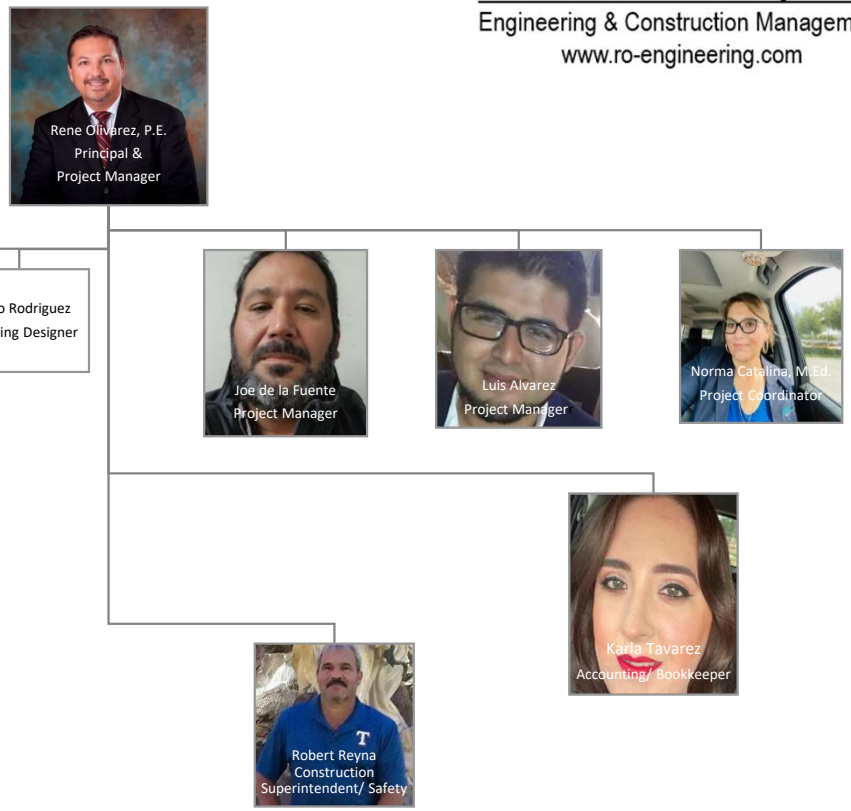
Ms. Tavarez has over 15 years of experience in financial record keeping. Her experience is in construction accounting, data entry, and maintaining financial records. She has worked at Texas C&S Investments as an internal/external auditor that is responsible for development and implementation policies, procedures of internal systems. She works directly with the project estimator and is responsible for recording, classifying financial transactions and maintaining financial reporting. She develops positive relations with vendors and generates construction cost reports.

Teresa Puente | Assistant Accounting Bookkeeper

Mrs. Puente has over 25 years of experience in bookkeeping. Her experience is in construction accounting, value engineering, data entry, and maintaining financial records. She works directly with the project coordinator and estimator and tracks financial reporting. She develops positive relations with vendors and generates construction cost reports.

Organizational Chart

RO ENGINEERING, PLLC
Engineering & Construction Management
www.ro-engineering.com



ENGINEERING PROJECTS

Hidalgo County, Health Clinic Renovation Project – Weslaco, TX – MEP Engineer on record for design of renovations of clinic. Scope of work to survey existing conditions of floor plan and schematic design and provide engineering plans and specifications required for bidding. (in progress)

Hidalgo County, Health Clinic Renovation Project – Edinburg, TX – MEP Engineer on record for design of renovations of clinic. Scope of work to survey existing conditions of floor plan and schematic design and provide engineering plans and specifications required for bidding. (in progress)

City of McAllen, Kappler Park – MEP Engineer on record. Scope of work to survey electrical service entrance, provide electrical for park restrooms, gazebo receptacles and lighting and solar lighting sealed engineering plans and specifications; provide plumbing sealed engineering plans and specifications. (in progress)

Hidalgo County, Hidalgo County Facility Management Offices – MEP Engineer on record. Scope of work to survey existing conditions, providing and adding six offices in the existing open space within the building and provide sealed electrical, mechanical, and plumbing plans and specifications. (in progress)

City of Pharr, TDRI Office and Warehouse – MEP Engineering on record. Scope of work to survey existing conditions of a proposed office and warehouse that includes 1540 SF with two bathrooms and 3000 SF dry warehouse storage; provide mechanical, electrical, and plumbing engineering services. Provide mechanical, electrical, and plumbing sealed engineering plans and specifications.

City of Edinburg, Ace Building – MEP Engineer on record. MEP Commissioning Services for ACE Building. Prepare a project commissioning plan, review design, and supervise commissioning, compile commission report data for the owner. (in progress)

Hidalgo County PCT 4, Two Waste Collection Sites - Construction Manager to review design and specifications. Coordinate between the design engineer and geotechnical. Review estimated cost of construction and assist in negotiating a fee with the general contractor and attend bi-weekly meetings and periodic inspections with field reports and photographs. (Est. 7/23, Est. Cost $1.2M)

City of Weslaco, Weslaco Signage - MEP Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

City of Parr, Pharr Town Oasis Lighting – MEP Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

Hidalgo County PCT 1, Hargill, TX – Engineer of record for design of street solar lighting improvements at Hargill, TX. Scope of work to survey existing conditions to place light poles, review land street mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles, provide structural engineering plans for concrete foundation, provide traffic control in accordance of TXDOT standards and provide engineering plans and specifications required for bidding. (Est. 3/22, Est. Cost $270K)

Hidalgo County PCT 4, Head Start Parking Lot Improvements, TX - Engineer of record for design of civil, surveying, structural and MEP and ADA review for head start parking lot improvements. Scope of work of Hidalgo Co Head Start Parking Lot Improvements include new paving and TXDOT standards, provide engineering plans and specifications required for bidding. (Est. 3/23, Est. Cost $440K)

Hidalgo County PCT 4, San Carlos, TX - Engineer of record for design of civil, surveying, structural and MEP and ADA review for head start parking lot improvements. Scope of work of Hidalgo Co Head Start Parking Lot Improvements include new paving and TXDOT standards, provide engineering plans and specifications required for bidding. (Est. 1/22, Est. Cost $440K)

PSJA ISD, Cesar Chavez Elementary School – Engineer of Record for design of MEP kitchen hood design. (Completion 9/22 Est. Cost 5K).

Edinburg CISD, Tennis Court Sport Lighting – Engineer on record for design of electrical sport poles at eight tennis court school facilities. Scope of work to survey existing conditions to place light poles, review court mapping, identify utility location, perform photometric analysis of lighting levels, prepare site plan layout showing location of light poles.

Move It Storage – Electrical Design Services, Harlingen, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 5/22, 4K).

Move It Storage – Electrical Design Services, San Benito, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 3/22, 4K).

Move It Storage – Electrical Design Services, La Feria, TX – Engineer of record to assess and survey power sources, review existing preliminary plans, complete design development and construction documents and provide sealed engineering plans. (Completion 6/22, 4K).

Construction Professional Services, Donna, Texas – Civil Engineer, Fire Protection Consultant, MEP Engineer and Construction Management for projected project within school district, (Est. Completion 2022)

Edinburg CISD, Secured Entrances, Edinburg TX – Engineer of record for design of secured entrances districtwide. Scope encompassed motorized gates with RFID access at all bus loops, wireless keypad at teacher parking and access control at main entrance of school at 30 Elementary schools. Our scope of services will include electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 03/21, Est. Cost $1.2M)

Edinburg CISD, Escandon Elementary Gym HVAC Replacements, Edinburg TX – Engineer of record for replacement of (4) 7.5 Ton split systems at Escandon Elementary gym. Our scope of services will include mechanical and electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/21, Est. Cost $160K)

City of Elsa, Elsa Pacific Trails, Elsa, TX – Engineer of record for design of Mechanical, Electrical and Plumbing of a new park trail lights and HVAC install design for new park public restrooms. (Est. Completion 12/20, Est. Cost $500K)

Hidalgo County PCT 4, Design and Construction of Rio Delta Bus Shelter, Edinburg, TX – Engineer of record to design sidewalk and install shelter off Highway 107 and 86th street in San Carlos, install a 4 ft sidewalk from shelter to the WIC Clinic behind the Head Start Building and a 4 ft concrete handicap ramps. (Est. Completion 02/21, Est. Cost $34K)

City of Edinburg, Onsite Standby Generator for Wastewater Plant Orbal Generator, Edinburg TX – Engineering services to survey equipment onsite, verify existing electrical conditions, provide engineering plans and specifications required for bidding, provide construction management from commencement to completion of the project, review submittals, operations, and warranty documents. (Est. Completion 6/20, Est. Cost $200K)

Edinburg CISD, Zavala Elementary Gym HVAC Replacements, Edinburg TX – Engineer of record for replacement of (4) 7.5 Ton split systems at Zavala Elementary gym. Our scope of services will include mechanical and electrical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/20, Est. Cost $150K)

Edinburg CISD, Boiler Replacements, Edinburg TX – Engineer of record for replacement of (2) boilers for HVAC system at Memorial Middle School. Our scope of services will include mechanical engineering. We will provide plans and specifications for bidding and construction administration. (Est. Completion 1/20, Est. Cost $170K)

City of Edinburg, Downtown Water Plant Electrical Improvements, Edinburg, Texas – Engineer for replacement of motor control centers and lighting for the Downtown Water Plant in Edinburg TX. Gear controls the clarifiers, mixers, and pumps. (Est. Completion 1/20, Est. Cost $226K)

City of Edinburg, Pump Station No.1 Standby Generator, Edinburg, Texas – Engineer and project manager for replacement of 300kVA standby generator at Pump Station No.1 which serves 3 utility pumps, 150HP, 100HP, and 50HP. We also coordinated the burial of 140LF of overhead power line with AEP and installation of new transformer on concrete pad. (Est. Completion 12/17 Est. Cost $240K)

Edinburg CISD, Hargill Elementary Classroom Renovation, Edinburg, Texas – Engineer Project scope includes addition of ten classrooms and renovation of existing facility. Project will undergo in phases. First phase includes an assessment of existing facility and renovation. RO Engineering was contracted as the consultant by Architect of record Negrete & Kolar Architects. (Est. Completion 12/19, Est. Cost $5.5M)

City of Edinburg, Edinburg Transit Terminal, Edinburg, Texas – Mechanical Engineer for construction of new two story 18,000 SF facility that will serve as a Transit Terminal for the City of Edinburg. The HVAC System included DX package units and split systems. Plumbing systems include sewer and grease waste, domestic water, small pump for elevator, and instantaneous water heaters. RO Engineering was contracted as MEP consultant by Architect of record Negrete & Kolar Architects. (Est. Completion 5/19)

City of Edinburg, Los Venados Booster Station, Edinburg, Texas – engineer for replacement of pumps and electrical panels for 129,000-gallon water tank serving Los Venados Subdivision. Existing booster tank, pumps and piping will be demolished and replaced with new tank, pumps and electrical. (Est. Completion 5/19, Est. Cost $450K)

City of Pharr, City of Pharr HVAC Replacements City Wide, Pharr, Texas – Mechanical Engineer for assessment of the city's building HVAC systems. Prepared mechanical designs to replace and upgrade HVAC systems to higher efficient units with new building automation systems. HVAC improvements were proposed for the Pharr Police Department, Memorial Library, Pharr International Bridge, and Tierra Del Sol Golf Course building. (Est. Completion 5/19, Est. Cost $875K)

City of Pharr, Pharr Sports Complex & Witten Park Sports Lighting, Pharr, Texas – Electrical Engineering services provided for replacement of existing sports lighting. Prepared electrical designs for new LED sports lighting at Witten Park and Pharr Sports Complex. A total of 23 wood poles and 95 sports lights were removed at Sports Complex and 16 wood poles and 62 sports lights were removed at the Witten Park and replaced with 14 new concrete poles and 163 new LED sports lights at Sports Complex and 7 new concrete poles and 90 new LED sports lights at Witten Park. (Est. Completion 2/19, Est. Cost $165K)

Edinburg CISD, Edinburg North HS Cooling Tower Replacement, Edinburg, Texas – Engineer for replacement of (3) cooling towers, (3) Pumps, and new piping at the Edinburg North High School. Three new Evapco towers were 500 tons each with two 30 HP pumps and one 10 HP pump serving existing chillers. New pipe was converted from steel to schedule 80 PVC pipe with new valves. New towers included walkway, frequency drives, and replacement of all electrical wires and disconnects. (Est. Completion 6/17, Est. Cost $620K)

City of Edinburg, Dustin M. Sekula Library Standby Generator, Edinburg, Texas – Engineer and project manager for replacement of 500kVA standby generator at Dustin M. Sekula Library. The generator included a 48hour fuel tank and a CMU enclosure with stucco finish. Construction documents were provided and contracted Metro Electric as the contractor. (Est. Completion 10/15)

Weslaco ISD, Weslaco ISD Energy Conservation Project with Savings Guarantee, Weslaco, Texas – Project Manager & Independent 3rd party engineer for energy conservation project with savings guarantee for the Weslaco ISD. After one-year savings were calculated to be $698,683.31. During the design and buildout, we reviewed contract documents, reviewed savings calculations, payment applications, project schedule, RFI, Submittals, performed site inspections, reported findings to the board of trustees. Project scope included redesign, retrofit, and commissioning of HVAC systems at Weslaco High School, East High School, Mary Hoge Middle School, B. Garza Middle School, Cuellar Middle School, Margo Elementary, Ybarra Elementary, Roosevelt Elementary, Sam Houston Elementary, Gonzalez, Elementary, Sylva Elementary, CATE, Central Middle School, and the Aquatic Center. HVAC Systems included DX package units (Est. Completion 2/16, Est. Cost $12.8M)

City of Alamo, Solar LED Street Lights, Phase 2, Alamo, Texas – Engineer for installation of 40 solar LED streetlights on the west side of Tower Rd. from Business 83 to Nebraska Street which covered approximately one mile. Included photometric lighting design, topographical survey, site plan, and construction administration. RO Engineering served as the engineering consultant to Enviro Group Solutions. (Est. Completion 2/16, Est. Cost $384K)

La Joya ISD, Leo J. Leo Middle School, La Joya, Texas – Engineer for Quality Control Inspection of installation of HVAC Improvements at Leo Middle school and made recommendations to owner in a field report. (Est. 2015)

La Joya ISD, JD Salinas Middle School, La Joya, Texas – Engineer for Mechanical & Electrical construction plans for reheat design for gym and library at Salinas Middle School. (Est. 2015)

CONSTRUCTION PROJECTS
(DBA Renoworks, DBA Quantum-Mechanical Contractors)

Hidalgo County PCT 4, Alfonso Flores All Star Park Flag Wall (in progress) - General Contractor & Project Coordinator (DBA Renoworks, LLC). General Contractor to install a 752 SF concrete slab and sidewalk, including plaster with stucco, installation of new signage, installation of 3 flag poles and new electrical for exterior lighting. (Est. 70K)

City of Edinburg, Installation of 2 New Bridges at Ebony Hills Golf Course - General Contractor & Project Coordinator (DBA Renoworks, LLC). Purchase of two pre-fabricated bridges and installation of bridges at Ebony Hills Golf Course (Est. 482K)

Brownsville ISD, Villa Nueva Elementary School HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entail demolition and installation of 4 roof top package units: new condensers and piping and electrical (Est. Cost. $980K)

La Joya ISD, Chavez & Memorial Middle Schools HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entails demolition and installation of new installation of ductwork, new electrical, new VAV, new dampers and grills, new piping and installation of 2 new chillers and 8 new AHU's, 44 VAV boxes, piping and at Memorial: installation of 2 new chillers and 7 new AHU's, 39 VAV boxes, piping and electrical at Chavez. (Est. Cost. $6.8M)

La Joya ISD, Corina Pena Elementary School HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services to install one new chiller, 7 new MAU's, new concrete pads, new piping and electrical: mechanical accessories and controls. (Est. Cost $1.4M)

La Joya ISD, EB Reyna & Escandon ES Schools HVAC Upgrades *(in progress)* - General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services entails demolition and installation of new HVAC units; install six – 10 Ton; install two-30 Ton; install three-4 Ton; install five- 12-15 Ton and install five – 4 Ton units. Furnish and install ductwork; refrigerant and condensate lines at schools and mechanical devices; new electrical and piping; install new breakers; and controls. (Est. Cost $1.9M)

Edinburg CISD, Freddy Gonzalez Elementary School HVAC Improvements (*at punchlist*) – General Contractor & Project Coordinator (DBA Quantum-Mechanical Contractors). Construction services for Freddy Gonzalez; demolition and installation 41 new DX units; new electrical and piping; install new breakers; install ductwork and controls. (Est. Cost $1.3M).

La Joya ISD, La Joya ISD ESSER Funds Project – Canopy Structures Phase 1 – General Contractor & Project Manager (DBA RENOWORKS, LLC). Construction services for the La Joya ISD ESSER Funds – Canopy Structures Phase I consists of Canopy Improvements to the following 13 Schools: Escandon Elementary, EB Reyna Elementary, Gonzalez Elementary, Camarena Elementary, Bentsen Elementary, Diaz-Villarreal Elementary, Paredes Elementary, Chavez Middle School, Richards Middle School, Memorial Middle School, Garcia Middle School and Palmview High School. (Est. Cost $1.6M)

City of Edinburg, Museum of South Texas - General Contractor & Project Manager (DBA RENOWORKS, LLC). Connecting sewer line to existing main and installing a new manhole at the museum. Excavating and trench and connections. (Est. Completion 9/22, Est. Cost $17K)

Sharyland ISD, Shimotsu Elementary HVAC Upgrades (*in progress*) - currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of HVAC systems with new pumps, VFD's and valves. Demo of existing chiller and other materials (Est. Completion 03/23, Est. Cost $1.7M)

Sharyland ISD, BL Gray Chiller Replacement (*in progress*) - currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of Chiller systems with new pumps, VFD's and valves. Demo of existing chiller and other materials (Est. Completion 11/22, Est. Cost $512K)

City of McAllen, City Hall Mechanical Upgrades- currently serving as the General Contractor and Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes installation of new valves on the 1st floor, 2nd floor, and 3rd floor to new installed equipment. (Est. Completion 12/22, Est. Cost $169K)

City of McAllen, Public Library - currently serving as the General Contractor and Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes installation of new VFD's. (Est. Completion 12/22, Est. Cost $49K)

Los Fresnos ISD, Los Fresnos HS Central Plant Equipment Replacement– Is currently serving as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes replacement of Cooling Tower and Chiller systems with new electrical, pumps and valves, new overhead door and structural pillars. (Est. Completion 8/22, Est. Cost $1.2M)

Donna ISD, Replacement of HVAC Unit at 6 Schools – Served as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope included replacement of HVAC units at Singleterry Elementary, Sauceda MS, Solis MS, Rivas Elementary, J.W. Caceres Elementary, A.P. Solis MS, and C. Stainke Elementary. (Est. Completion 1/21 Est. Cost $442K)

City of McAllen, Chiller and Boiler Replacements – Serve as General Contractor & Project Manager (DBA Quantum-Mechanical Contractors, LLC). Project scope includes demolition of 2 chillers and one boiler and all associated piping and replace with one chiller and two boilers including new piping and electrical. (Est. Completion 4/21 Est. Cost $210K)

McAllen PUB, WWTP Lab Renovation – Served as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project scope included conversion of office to a laboratory with installation of new cabinetry, solid phenolic countertops, plumbing fixtures, and electrical. (Est. Completion 11/20 Est. Cost $30K)

Barrientes MS Gym AHU Replacement – Serving as mechanical contractor (DBA Quantum-Mechanical Contractors). Project includes demolition and replacement of existing air handling units serving the gymnasium along with new supply and return air ductwork extended to existing ductwork. Includes reinforcement of roof structure to support weight of new units to place on the roof. (Est. Completion 9/20 Est. Cost $126K)

Brownsville PUB River Pump No. 3 Forebay Structural Improvements – Serving as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project includes removal of 56LF of 36in RCP pipe and replace it with 56LF of 42in HDPE pipe. Also includes structural repairs of concrete forebay well. (Est. Completion 11/20 Est. Cost $145K)

Brownsville Navigation District Turning Basin WWTP Clarifier Rehabilitation – Serving as General Contractor & Project Manager (DBA RENOWORKS, LLC). Project includes replacement of existing 50ft walkway, replacement of gear drive unit, repair rake and adjust squeegees, repair, and level concrete floor, and replace motor starter electrical box. (Est. Completion 9/20 Est. Cost $185K)

Quinta Mazatlán Exterior Lighting Project – General Contractor & Project Manager (DBA RENOWORKS, LLC) for improvements of Exterior Lighting at Quinta Mazatlán. Project included installation of underground J- Boxes, mounting cable and installation of 1000 liner feet of café string lights, boring, conduit installation, install LED lighting, exterior bollards and install non-tapered steel pole. (Est. Completion 05/20 Est. Cost $112K)

Living Word EFC Renovations – General Contractor & Project Manager (DBA RENOWORKS, LLC) for church improvements. Project included removal of sheetrock, insulation on south and north walls and two rooms. Disposal of demo materials and install new sheetrock, tape/float new dry wall. Remove mortar and seal on exterior block where it cracked and apply new mortar between blocks. Paint new installed walls (Est. Completion 10/20 Est. Cost. $45K)

PSJA ISD, Carnahan, Franklin & Buell HVAC Improvements to Gyms, Pharr, Texas – General Contractor & Project Manager (DBA RENOWORKS, LLC) for improvements at Carnahan, Franklin & Buell Gyms. Project included installation of 20-ton package units and ductwork at each school's gym. Work at Carnahan included new fire sprinkler system for approximately 19,000 SF, new LED lighting in the gym, new pre-engineered liner system, new athletic synthetic flooring, column padding, complete painting of gym. (Est. Completion 10/19, Est. Cost $748K)

City of Pharr, Emergency Communications Center IT Offices, Pharr, Texas – General Contractor & Project Manager (DBA RENOWORKS, LLC) for the addition of 9 new offices to the existing building renovation that will be used for the city's emergency communications center and for the Information Technology staff. Scope of work included new metal stud walls with finish, doors and hardware, special systems, HVAC & lighting changes, and tile floor. (Est. Completion 10/19, Est. Cost $70K)

City of Edinburg, Edinburg Police Dept. Training Facility, Edinburg, Texas – Construction Project manager for the construction of new 10,000 SF facility that will serve as Police Department Training Facility for the city of Edinburg. Reviewed construction documents, submittals, RFIs, construction progress, payment applications and close out documents. Architect of Record was ERO Architects and general contractor was Candela Organization. (Est. Completion 3/17, Est. Cost $1.22M)

Mission CISD, Mission High School Tennis Court Lights & Canopy, Mission, Texas – General Contractor & Project Manager for installation of 24 LED Musco sports lights and construction of 145ft canopy for the walkway at the Mission High School tennis courts. The canopy was 12ft wide, 10ft tall, constructed with galvanized bolted steel. Structural engineer was Chanin Engineering. (Est. Completion 5/18, Est. Cost $368K)

Edinburg CISD, Barrientes CTE Welding Shop, Edinburg, Texas – General Contractor & Project Manager for renovation of Career & Technology Education shop. Included replacement of HVAC system, upgrade electrical power for 10 new welding booths, demolition of walls and doors, installation of new doors, ceiling, flooring, and new LED lighting. School district performed inhouse architectural design. (Est. Completion 7/18, Est. Cost $270K)

Edinburg CISD, Edinburg North HS Athletics Building HVAC Assessment, Edinburg, Texas – Engineer for assessment of ventilation system at Boys & Girls athletics Edinburg North High School, total of 36,500 SF. Ran loads on exhaust fans and outside air on all air handlers. Analyzed temperature and humidity readings and assessed condition of existing equipment and made recommendations to resolve airflow issues and comply with current building codes. Report was provided to district staff and findings & recommendations presented to the board of trustees. (Est. Completion 2/17, Est. Cost $250K)

Edinburg CISD, Edinburg North HS Boys Athletic Lockers Renovation, Edinburg, Texas – General Contractor and Project Manager for renovation of existing Boys Athletic Locker Rooms. Included demolition of dividing walls, removed chain-link fencing partitions and replaced with new wire mesh panels for each locker area, demo of lockers concrete base and reconstructed base for new lockers, removed benches, repaired flooring, constructed new video review room, installed new rubber flooring with school logo, new drinking fountains, and replaced 10 nonworking exhaust fans. (Est. Completion 9/17)

ROE PROJECT REFERENCES

Sharyland Water District
Carlos Lima
former ECISD Project Manager
321 S Shary Blvd.
Mission, TX 78573
956-585-6081

City of Edinburg
Tom Reyna
Assistant City Manager
415 W. University Drive
Edinburg, TX. 78541
Phone: 956-388-8207

Weslaco Independent School District
Andres Sanchez, CPA
Chief Financial Officer
312 W. Fifth Street
Weslaco, TX 78596
Ph: (956) 969-6572

McAllen Public Utilities
Mark Vega, P.E.
General Manager of McAllen Public Utilities
1300 Houston Avenue
McAllen, TX 78501
Ph: (956) 681-1630

MEG Engineers
Robert Estrada, AIA
1305 East Schunior
Edinburg, TX 78541
Ph: (956) 380-8920

City of McAllen, Engineering Dept.
Juan Martinez, Project Construction Mgr.
311 North 15th Street
McAllen, Texas 78501
956-681-1179

Hidalgo Co. PCT 4
Velinda Reyes
External Affair
Administrator
Ph. 956-383-3112

Hidalgo Co. PCT 1
Pepe Cabeza De Vaca
Administrator
Ph. 956-447-3775

La Joya ISD
Arnold Ochoa
Project Manager -Construction
201 E Expy 83, La Joya, TX
956-323-2545

PSJA ISD
Roel Faz
Assistant Superintendent
PO Box 1612, Pharr, TX 78577
(956) 354-2000

City of Edinburg
Arturo Martinez
415 W. University Drive
Edinburg, TX. 78541
Phone: 956-388-8207

ROFA Architects
Luis Figueroa, AIA
956-686-7771

Hidalgo Co. PCT 4
Nick Perez
Construction Director
Ph. 956-383-3112

TBPE FIRM REGISTRATION

TEXAS BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE OF REGISTRATION

This acknowledges that

RO Engineering, PLLC

has fulfilled the requirements of the State of Texas
to offer and perform engineering services in the
State of Texas.

In witness whereof
we have hereunto set our hands and affixed the seal of the Board,
this 10TH day of FEBRUARY 2010.

BOARD CHAIR

BOARD SECRETARY

Registration # F-12179

TBPE CERTIFICATE OF REGISTRATION

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

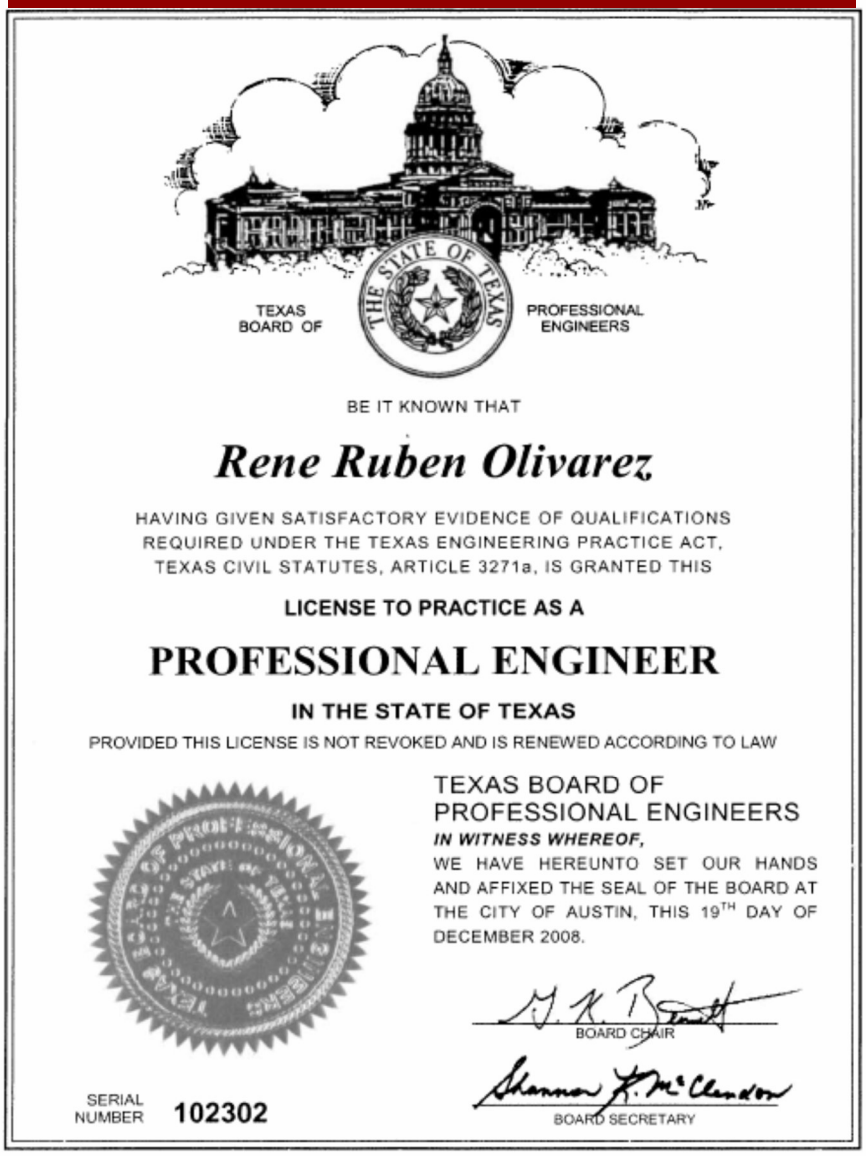
RO Engineering, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-12179

Expiration Date
2/28/2024

PROFESSIONAL ENGINEER LICENSE



TEXAS BOARD OF PROFESSIONAL ENGINEERS

BE IT KNOWN THAT

Rene Ruben Olivarez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT, TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND AFFIXED THE SEAL OF THE BOARD AT THE CITY OF AUSTIN, THIS 19TH DAY OF DECEMBER 2008.

BOARD CHAIR

BOARD SECRETARY

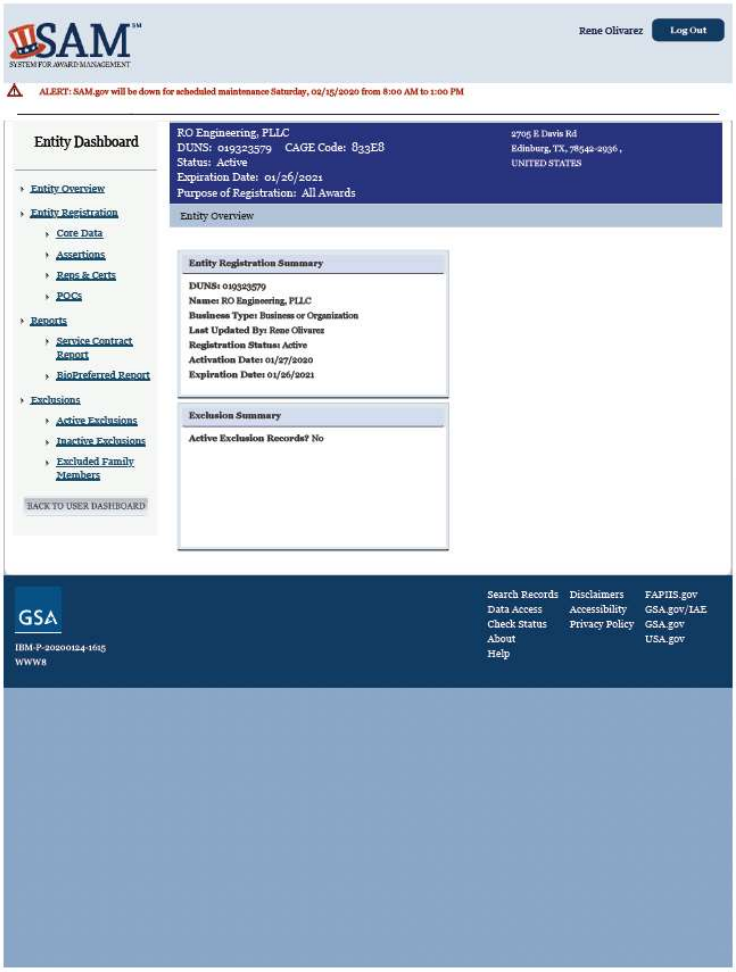
SERIAL NUMBER 102302

PE LICENSE CARD

RME LICENSE CARD

HVAC LICENSE CARD

SAM REGISTRATION



DBE CERTIFICATION

TXDOT CERTIFICATION

HUB CERTIFICATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

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: Jessica Kilgore	
Dagley Insurance Agency, LLC 23114 Seven Meadows Pkwy Katy TX 77494	PHONE (A/C, No, Ext): (346) 502-2840	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@dagleyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Co.	24082
INSURED Ro Engineering Pllc 2705 E Davis Rd Edinburg TX 78542	INSURER B : Everest National Insurance Company	10120
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL23102608209 **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:			BLS60491690	10/17/2023	10/17/2024	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS60491690	10/24/2023	10/24/2024	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	$ $
A	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		XWS60491690	10/17/2023	10/17/2024	[ ] 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
B	Errors and Omissions			022844619-04	10/17/2023	10/17/2024	General Aggregate Each Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description:
2024-1 Project Management Services

The General Liablity policy includes a blanket additional insured and blanket waiver of subrogation endorsement that provides this status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liablity policy contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

CERTIFICATE HOLDER

City of Edinburg
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

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STATEMENT OF QUALIFICATIONS

CITY OF EDINBURG

PROJECT MANAGEMENT SERVICES

RFQ 2024-1

Daniel O. Rios, PE
President

DECEMBER 12, 2023

SUBMITTED TO:

City of Edinburg

Attn: Mardoqueo Hinojosa, P.E., CFM, CPM
415 W. University Drive
Edinburg, TX 78539

SUBMITTED BY:

RRP Consulting Engineers, LLC

Point of Contact:
Humberto Lopez, PE
5408 N. 10th Street,
McAllen, Texas 78504
hlopez@rrpeng.com| 956.926.5040

TRANSMITTAL LETTER

December 12, 2023

City of Edinburg
Attn: Mardoqueo Hinojosa
415 W. University Drive
Edinburg, TX 78539

RE: Proposal Submission - RFQ for 2024-1 Project Management Services

RRP Consulting Engineers, LLC (RRP) is excited about the opportunity to submit our qualifications in response to the City of Edinburg's Request for Qualifications (RFQ) for for 2024-1 Project Management Services. This transmittal letter serves to express our sincere interest, commitment, and readiness to perform the required services for the City.

I. Contact Information: Our primary point of contact for all matters related to this RFQ is as follows:

HUMBERTO LOPEZ, PE – Project Manager
RRP Consulting Engineers
5408 N. 10th Street,
McAllen, Texas 78504
hlopez@rrpeng.com| 956.926.5040

Feel free to reach out to us at any time, and we assure the City of Edinburg prompt and efficient communication throughout the selection process.

II. Addendums: As of the submission date of this proposal, our firm has received one addendum to the RFQ. We have thoroughly reviewed the content of these addendums and have incorporated all relevant considerations into our proposal.

III. Statement of Authorization: The undersigned, James Rodriguez, Vice President of RRP Consulting Engineers, hereby certifies that I am duly authorized to bind the firm to a contract. This proposal represents a genuine and accurate expression of our qualifications and capabilities.

Why Choose RRP?

RRP is fully committed to the City of Edinburg, embodying a practical, can-do philosophy. Our reputation is built on reliability, efficiency, attentiveness, and the delivery of high-quality engineering services. We stand ready and available to demonstrate our commitment immediately.

Specializing in Planning, Design, and Construction Engineering and Inspection within the Water and Transportation sectors, we are dedicated to delivering sustainable solutions.

We appreciate the City of Edinburg's consideration of our proposal. RRP Consulting Engineers is enthusiastic about the possibility of contributing to the success of your projects. We look forward to the opportunity for further discussion and clarification. Thank you for your time and consideration.

With best regards,

James Rodriguez
Vice President

RRP Consulting Engineers, LLC

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SECTION I

OVERALL QUALIFICATION OF TEAM

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

SECTION I: OVERALL QUALIFICATION OF TEAM

COMPANY OVERVIEW

RRP Consulting Engineers, LLC (RRP) is a dynamic and innovative engineering firm HUB certified with the State of Texas. RRP was formally established in 2023 but our legacy reaches back to 1997. Our success has been built on our core values: ***Reliability. Safety. Integrity. Commitment. Excellence.***

For 30+ years, those values have guided us when delivering world class solutions for our customers. RRP has offices located throughout Texas, including Houston, Laredo, San Antonio, and our corporate office in McAllen. Our keen understanding and appreciation of local and regional issues in and around the Gulf Coast area, along with our familiarity with local codes and requirements, allows us to offer unparalleled quality service.

RRP's engineering practice offers our partners steadfast leadership, creative solutions and stewardship of valuable time and resources. Our suite of services includes Planning, Design, and Construction Engineering and Inspection in the Water and Transportation market sectors.

RRP OFFICE LOCATIONS

Listed below is a table of all Texas office locations and their corresponding contact information. RRP is dedicating our **McAllen Office** to work on the project, with deployment of additional resources from our other Texas offices. The RRP McAllen office employs expert engineers, technicians, and support staff. The office is open Monday through Friday, 7:30am ~ 5:30 pm.

UUS#R IIIFH#DR FDWIR QV#	
MCALLEN	5408 North 10th Street, McAllen, TX 78504 | P: 956.926.5000 | F: 956.994.0427
SAN ANTONIO	5805 Callaghan Road, #202, San Antonio, TX 78228 | P: 210.706.5800 | F: 956.994.0427
HOUSTON	1400 Broadfield Blvd, Suite 400, Houston, TX 77084| P: 346.366.0501 | F: 956.994.0427
LAREDO	2120 Blaine, #100, Laredo, TX 78043 | P: 956.615.9257
RANCHO VIEJO	3470 Carmen Ave, Unit B8, Rancho Viejo, TX 78575| P: 956.926.5001

POINT OF CONTACT & PROPOSED PROJECT MANAGER

PROJECT MANAGER

HUMBERTO LOPEZ, PE
RRP Consulting Engineers
5408 N. 10th Street, McAllen, Texas 78504
hlopez@rrpeng.com | 956.926.5040

Meet **Mr. Humberto Lopez, PE**, our proposed Project Manager, and primary point of contact for the City of Edinburg. With a lifelong connection to Edinburg, Humberto brings a unique blend of technical expertise and a deep understanding of the local community.

With over 10 years of experience, coupled with a passion for advancing his hometown, positions Humberto as an ideal leader committed to the success of the proposed projects. As your dedicated Project Manager, Humberto ensures not only technical excellence but also a partnership grounded in local insight, effective communication, and collaborative success.

AREAS OF EXPERTISE

RRP provides full-range engineering services to the public sector in the areas of transportation, water, wastewater, applied technologies, and environmental. **Table 1.1** details our areas of expertise.

Table 1-1: RRP Areas of Expertise

Area	Description
Transportation	Airports, railroads, port facilities, streets/roads, bridges, and overpasses, signing and signalization, highways/interchanges, toll facilities, geometric and pavement design, and traffic control and construction management.
Applied Technologies	Intelligent transportation systems technology; system integration; communications/closed circuit TV; control centers; automation; computerized signals/alarms; telemetry; geographical information systems (GIS); and alternative fuels technology, operations, and maintenance facilities.
Environmental	NEPA document preparation, biological assessments, environmental assessments, wetlands management, hazardous materials/solid waste management, noise, and air quality analysis.
Utilities	Permits, platting, utility coordination, utility relocation, right-of-way and easement acquisition, land development/subdivision planning, and instrumentation and control upgrades.
Water/Wastewater	Water treatment plant design, upgrading and automation, water distribution, sewer rehabilitation, wastewater collection treatment systems, water-pumping plant design, water and sewer lines and permitting.
Drainage & Hydrology	Pumping stations, channel design, hydraulic structures, flood control studies, storm drainage systems, construction site drainage, detention and retention ponds, industrial plants drainage studies/plans, stormwater pollution prevention plans (SWPPP) and permitting.

DEDICATED TO EXCELLENCE AND DIVERSITY: Our Commitment and Inclusive Approach

Availability & Commitment

From our Principal-in-Charge to our support staff, we're committed to delivering excellent client services. This includes dedicating the necessary time and resources, with at least 75% of our team's time invested in project-related activities. Our flexibility allows us to adjust workload assignments to meet deadlines effectively. Additional support, if needed, comes from our pool of experienced engineers. We're well-equipped to handle all project phases, ensuring client satisfaction by allocating ample financial and staff resources.

Championing Diversity, Equity, and Inclusion

At RRP, we're dedicated to fostering Diversity, Equity, and Inclusion. Our policy ensures equal opportunities for everyone, regardless of background. We maintain an Affirmative Action Program for equal employment opportunities and actively support our EEO policy by collaborating with various entities. RRP promotes the growth of small and minority-owned businesses, veterans, LGBTQ-owned companies, and historically under-utilized businesses. We consistently partner with qualified and certified subconsultants, demonstrating our commitment to diversity in every project.

FIRM EXPERIENCE AND HISTORY

UNDERSTANDING AND APPROACH

ELEVATING EDINBURG: The Vital Role of Project Management Services in City Advancement

At RRP Consulting Engineers, we recognize that effective project management services form the backbone of successful urban development. Our proven track record and comprehensive approach underscore the significance of project management in achieving the City of Edinburg's vision. We stand ready to contribute our expertise, ensuring meticulous planning, seamless execution, and successful outcomes that align with the city's objectives.

PROJECT MANAGEMENT EXPERTISE

In project management services, our firm boasts a legacy defined by precision, efficiency, and an unwavering commitment to impactful results. Over the past two years, we have consistently executed diverse projects successfully and punctually, with a focus on serving governmental agencies. This highlights our adeptness in navigating complexities, meeting stringent timelines, and exceeding client expectations in the public sector.

PROJECT LIST IN THE PAST TWO YEARS

RRP has planned or engineered over $400 million in improvements throughout Hidalgo County for a wide variety of clients including the following projects within the past two years:

PROJECT NAME	CLIENT
Raymondville Drain, Project for Flood Control	Hidalgo County Drainage District No. 1 (HCDD1)
Pharr-McAllen South Drain Outfall at USIBWC Main Floodway	Hidalgo County Drainage District No. 1 (HCDD1)
Palmview Wastewater Collection System Project	Agua SUD
Wastewater Treatment Plant Project	Agua SUD
International Bridge Trade Corridor	HCRMA
SH 365	HCRMA
City of Pharr Utility Adjustments for SH 365	City of Pharr
Anzalduas Port of Entry Northbound Empties Conceptual Schematics & Funding Applications	City of McAllen
Floodgates at UPRR Openings on North Floodway Levees Near Mercedes	USIBWC
Donna – Rio Bravo International Border Crossing – Commercial Facility Improvements	City of Donna
GEC / Various Projects	Cameron County RMA

FAMILIARITY WITH THE GEOGRAPHIC AREA

Established in the Lower Rio Grande Valley (LRGV) since 1995, RRP Consulting Engineers embodies an enduring commitment to the local community. With our McAllen office employing thirty-five professionals, we stand as one of the region's largest private employers of engineers. Our roots run deep, with many of our staff having been raised and residing in Hidalgo County for over a decade, witnessing and participating in the area's rapid growth. Our continuous involvement in Hidalgo County showcases our personal and professional dedication to the region.

OFFICE LOCATION AND PART-TIME STAFFING APPROACH

At RRP Consulting Engineers, we recognize the significance of strategic office placement and an adaptive staffing approach to meet the dynamic needs of our clients, particularly the City of Edinburg. Our offices in Houston, Laredo, San Antonio, and McAllen are strategically located to provide accessibility and proximity, ensuring efficient service delivery tailored to the unique demands of each region.

Proposed Office

RRP is dedicating our McAllen Office to work on the project, with deployment of additional resources from our other Texas offices. The RRP McAllen office employs expert engineers, technicians, and support staff. The office is open Monday through Friday, 7:30am ~ 5:30 pm.

For Job Task Orders related to the City of Edinburg, we propose our McAllen office as the central hub, led by Project Manager Humberto Lopez, P.E. As a lifelong resident of Edinburg, Humberto's leadership brings not only technical excellence but also a profound understanding of the local landscape and community dynamics.

Part-Time Staffing Approach

Recognizing the diverse nature of projects, we operate satellite offices to guarantee supplementary staff and redundancy, facilitating a prompt response to the City's requirements. This strategic placement enhances our adaptability and ensures a seamless integration with the unique needs of Edinburg's projects. In addressing part-time staffing needs for smaller assignments, RRP Consulting Engineers is committed to a flexible and responsive approach. Our team ensures that staffing solutions align precisely with the project's requirements, delivering optimal results while maintaining efficiency and quality.

Our localized support, backed by experienced engineers, is a testament to our commitment to excellence. We understand the importance of aligning our staffing strategy with Edinburg's objectives, fostering a collaborative partnership that contributes to the success of the City's endeavors. At RRP, we stand ready to leverage our strategic office locations and adaptive staffing approach to provide unparalleled service, supporting Edinburg's growth and development with precision and dedication.

WORKFORCE AVAILABILITY & COMMITMENT

From the Principal-in-Charge to the support staff, we are committed to providing excellence in client services and will dedicate the necessary time and commitment to meeting any challenge. Each member will devote their time to each project as it moves into full production. Our team will be readily available to perform the due diligence of site visits, stakeholder engagement and client meetings to ensure project success. The key personnel listed in this Statement of Qualifications have flexible assignments and of the staff members listed throughout this proposal, **RRP will commit 75% percent of their time or more as schedule dictates**. As the project progresses, workload assignments can be adjusted to address the needs of the projects to ensure timely delivery of the task elements to meet associated deadlines. Additional resources can be assigned to provide the manpower, as needed, to meet the required deliverable dates. Should the project team need additional support or expertise, RRP has a pool of engineers to pull from with similar experience to the scope of work to help assist with these projects, who work with communities, county, and state agencies of all sizes.

We can support every phase of a project ranging from studies and evaluations to design and construction management. One of our biggest strengths is ***our ability to commit adequate financial and staff resources***, and as a result, keep our clients satisfied. We assure this project will be a priority and will have the qualified staff necessary to ensure its success.

KEY PERSONNEL QUALIFICATIONS

PROPOSED PROJECT TEAM

RRP presents a team of seasoned professionals who have not only demonstrated efficiency and expertise in providing Project Management Services but also know the unique requirements that need to be met as part of this project. Our team of Professional Engineers and Engineering specialists are familiar with City standards and conditions and bring a combined experience of 250+ years delivering related projects. The RRP team members will strive to develop an understanding of the City's infrastructure and culture and deliver work consistent with your standards and specifications. The organization chart illustrates the services provided by each firm and its key personnel. Our team includes local subconsultants in addition to our in-house team. We have teamed up with DBR to provide the Mechanical, Electrical & Plumbing services.

ORGANIZATION CHART

The proposed RRP Team is shown on the organizational chart below. *Resumes of Key Personnel can be found in "X"*

RRP PERSONNEL ***KEY PERSONNEL HAS ****	ROLE
Humberto Lopez, PE*	Project Manager
Phillip Pawelek, PE*	QA/QC
Abel Marroquin III, PE	Deputy Project Manager (DPM)
Daniel Garces, PE	Project Engineer
Manching Wei, PE	Structural
Barbara Castille, ENV SP	Environmental
Michael Riojas, PE	Transportation
Jose Gaytan, Jr, PE	Construction Engineering & Inspection
Guillermo A. Arratia, PE	Specification / Bidding Docs / Roadway Design
Louis Lopez	Construction Record Keeper
Frank Duran, PE, PMP, CFM	Drainage
Reuben Abesamis, PE	Drainage
Jose Salinas III	GIS / IT
Daniel Christodoss, PE*	Water and Wastewater Engineer
Sylvia Hernandez, EIT	Inspector
Robert Tijerina, PE (DBR)	Mechanical, Electrical & Plumbing

SECTION II

PREVIOUS EXPERIENCE WITH CITY

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

SECTION II: PREVIOUS EXPERIENCE WITH CITY

RELEVANT PROJECTS WITH THE CITY OF EDINBURG

In this section, we provide a comprehensive overview of our previous collaborations with the City of Edinburg, specifically focusing on projects that bear relevance to the current Request for Qualifications. Our history of successful engagements with the City underscores our commitment to delivering exceptional results. Through detailed project descriptions, we aim to showcase our familiarity with the City's unique needs and our capacity to contribute effectively to initiatives that align with the requirements outlined in this Request for Qualifications.

COLLABORATIVE INITIATIVES: COORDINATED PROJECTS WITH THE CITY OF EDINBURG

While we have not directly contracted with the City of Edinburg, we have coordinated with the City of Edinburg for the development of the following projects:

- **Raymondville Drain, Project for Flood Control.** The project includes planning, design, PS&E, and construction management services. The Raymondville Drain project, once constructed will provide storm water management on a regional basis by providing a new channel (350-ft wide, 12-ft deep) that connects to existing channels; the proposed 60-mile drainage system is being designed to accommodate additional drainage capacity for 100-year floods with a system of in-line and off-line detention, retention, reservoirs, and control structures that stretches from North Edinburg (in Hidalgo County) to the Laguna Madre (in Willacy County). A portion of this project is located in the City of Edinburg including the Edinburg Stub and the North Main Drain watershed analysis. Also responsible for coordinating with the South Texas International Airport, located in Edinburg, Texas, for its extension needs regarding earthwork from the Raymondville Drain project, as well as the City's landfill. *Reference: Raul E. Sesin, PE, CFM General Manager, Hidalgo County Drainage District No. 1 956.292.7080*
- **Hidalgo County Stormwater Management Plan.** Assisted Hidalgo County Drainage District No. 1, who partnered with the City of Edinburg, in the development and implementation of a Storm Water Management Plan (SWMP) in anticipation of administration by the Texas Commission on Environmental Quality Texas Pollution Discharge Elimination System storm water permits for municipal separate storm sewer systems (MS4s) under the final TCEQ General Permit. The tasks involved in the development of the SWMP included: Assessment of actions / opportunities to meet regulatory requirements, public involvement plan and meetings, identification of best management practices, and development of a draft and final SWMP. *Reference: Jaime Salazar Operations Manager, Hidalgo County Drainage District No. 1 956.292.7080*
- **Regional Economic Adjustment Plan (EAP) for Building Disaster Resilient Communities in the Lower Rio Grande Valley (also known as the Lower Rio Grande Valley (LRGV) Regional Drainage / Stormwater Management Plan).** Served as the prime consultant for the development of the 2012 Lower Rio Grande Valley (LRGV) Regional Drainage/Stormwater Management Plan. The City of Edinburg actively participated in the planning study, contributing $3.15 million through an EDA grant. The comprehensive plan covered Cameron, Hidalgo, Willacy, and Starr Counties, aiming to create a collaborative framework for managing public works infrastructure and stormwater systems. The project involved mapping, evaluating, and integrating existing regional assets, engaging in public outreach, and analyzing data for current and future conditions. The initiative resulted in a Geographic Information System (GIS) centralized database and project repository housed at the LRGVDC's Economic Development Department, featuring approximately 1.5 terabytes of processed data. Recognized by the Economic Development Administration, the project included a Regional Capital Improvement Program, prioritizing projects and identifying funding sources for implementation. *Reference: Kenneth N. Jones Jr. Executive Director, Lower Rio Grande Valley Development Council 956.682.3481*

SECTION III

ABILITY TO MEET SCHEDULES AND DEADLINES

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

SECTION III: ABILITY TO MEET SCHEDULES AND DEADLINES

EFFICIENT PROJECT DELIVERY

OUR UNIQUE APPROACH TO TIMELY COMPLETION

RRP is well-acquainted with the City's current workload, which encompasses over 30 active projects spanning various stages, including design, contract bidding, and construction. Our adept team is poised to seamlessly manage any of these projects from inception to completion.

With over two decades of experience, our dedicated staff of 60 engineers, technicians, and support staff has consistently delivered successful outcomes in municipal public works and transportation projects. Evidencing our commitment to local service excellence are the attached reference letters that underscore our outstanding track record.

- Proposing our McAllen Office to spearhead the assigned Job Task Orders, Project Manager Humberto Lopez, P.E. will lead the initiative. Humberto, a resident of the City of Edinburg for his entire life, possesses a fond familiarity with the area and has witnessed the city's progressive growth year after year. His unwavering passion for his work is surpassed only by his dedication to his hometown, ensuring a unique and vested perspective that will undoubtedly contribute to the success of the proposed projects.
- In addition to our primary office in McAllen, RRP operates satellite offices in Laredo, San Antonio, and Houston, ensuring the provision of supplementary staff and redundancy to promptly meet the City's demands.

Our objective is to function as an extension of the City of Edinburg's Engineer, Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, and his esteemed staff. The RRP team is dedicated to providing robust support and actively advancing the City's objectives through a methodical and systematic approach. Our commitment is underscored by our demonstrated expertise, as exemplified below.

PART A

GENERAL

Every Job Task Order will undergo a meticulous review led by Project Manager Humberto Lopez, P.E. Humberto will engage with the City of Edinburg Engineering staff to thoroughly discuss project requirements and gather essential background information.

To ensure effective communication and collaboration, Humberto will conduct weekly calls and meetings with the team, fostering a dynamic environment for updates and discussions. These sessions will serve as a platform for identifying any aspects requiring input from the City Engineer or Staff.

- The review of plans and construction documents will be seamlessly facilitated through Bluebeam (Revu21). The City will actively participate in the Bluebeam sessions, providing real-time tracking of comments. Leveraging Bluebeam expedites the review process by enabling multiple disciplines to offer comments and promptly respond.
- For constructability reviews, Mr. Jose Gaytan, PE, RRP's construction manager and former director of construction for TxDOT, boasting over 20 years of experience, will lead the assessment.
- Project schedules, tailored to monitor key milestones, will be prepared using Microsoft Projects, recognizing the unique nature of each project. We acknowledge and embrace the individuality of each undertaking, reflecting our commitment to delivering personalized and effective solutions.
- Key staff for this task includes Humberto (PM), Abel (DPM), Phillip (QA/QC), Robert (MEP).

PART B

PRE-CONSTRUCTION PHASE

At RRP, we prioritize effective communication, fostering collaboration not only within our internal team but also with clients, consultants, and the community at large. Our commitment to an open line of communication, coupled with our accessible open-door policy at the McAllen office, ensures swift response times to address any questions or concerns.

Our proficiency in project management transcends the specific projects presented. Over the past two decades, we have cultivated strong relationships with local engineering firms, architects, and contractors, collaborating seamlessly to deliver successful projects within stipulated timelines and budgets.

- In the last decade alone, Humberto has contributed his expertise to a diverse array of projects, ranging from water/wastewater infrastructure and water treatment plants to lift stations, composite elevated water towers, commercial/residential development, drainage, and transportation initiatives. With Humberto's extensive knowledge and the support of our key staff, RRP is well-equipped to develop comprehensive scopes of work, preliminary designs, schedules, and estimates tailored to meet project management requirements.
- Utilizing GIS in various capacities, including mapping, data collection, and processing, underscores our commitment to employing cutting-edge technology. We stand ready to produce full-size, color maps for any phase of the design process, further showcasing our dedication to providing detailed and visually impactful solutions.
- Key staff for this task includes Daniel (Project Engineer), Manching (Structural), Barbara (Environmental), Michael (Transportation), Daniel C. (Water / Wastewater Engineer), Jose S. (GIS).

PART C

PROCUREMENT (BIDS AND AWARDS)

Our office is fully committed to providing comprehensive support for the City of Edinburg, extending our services to prepare, coordinate, and lead meetings as needed. Leveraging efficient tools such as Doodle Poll and Outlook poll options within emails, we streamline the planning process for meetings involving multiple parties. These tools enhance coordination and ensure optimal attendance, contributing to the effectiveness of collaborative sessions.

- During the solicitation period, our dedicated team is poised to promptly address any questions that may arise and will prepare addendums as necessary. Transparency is a cornerstone of our approach, a commitment that minimizes the likelihood of re-bidding in the future. By maintaining clear and open communication, we aim to foster a collaborative environment that enhances the overall efficiency of the project.
- Recognizing the significance of a competitive bidding process, we are prepared to, at the city's request, engage with suitable contractors early. This proactive approach ensures a robust pool of competitive bids, mitigating the risk associated with a limited number of bidders. Our commitment to facilitating a fair and competitive procurement process aligns with our dedication to delivering successful outcomes for the City of Edinburg.
- Key staff for this task includes Guillermo (Specification / Bidding Docs).

PART D

CONSTRUCTION PHASE

Many of RRP's ongoing and completed projects encompass not only the design phase but also extend to construction phase services. Currently, RRP is effectively managing construction phase services for various entities, including TxDOT, City of McAllen, City of La Grulla, Cameron County, and Cameron County Regional Mobility Authority. To ensure seamless project management, RRP will dedicate staff to lead and document meetings, with Sylvia overseeing the daily monitoring of construction progress compared to pay requests. Recognizing the significance of accurate daily inspection records, we prioritize their digitization and systematic filing.

- In his capacity as Project Engineer for the US 281 Alice Relief Route, Humberto is currently overseeing Requests for Information (RFIs), Shop Drawings, and Design Change Requests. Each request undergoes a swift initial review and is promptly assigned to the respective engineer of record for detailed examination. Setting deadlines for each request is a priority, ensuring timely responses to contractors and maintaining the project timeline. This structured approach underscores our commitment to efficient communication and project management throughout the construction phase.
- RRP currently operates two company vehicles, accompanied by dedicated staff, to facilitate routine construction site visits and diligently monitor the contractor's progress. Our seasoned field experts will conduct meticulous measurements and calculate quantities for all accepted work items. This thorough process ensures the accurate preparation of monthly and final estimates for payment to the contractor, reflecting our commitment to precision and transparency in project assessment and financial transactions.
- Key Staff for this task includes Jose G. (Construction Engineer), Louis (Construction Record Keeper), and Sylvia (Inspector).

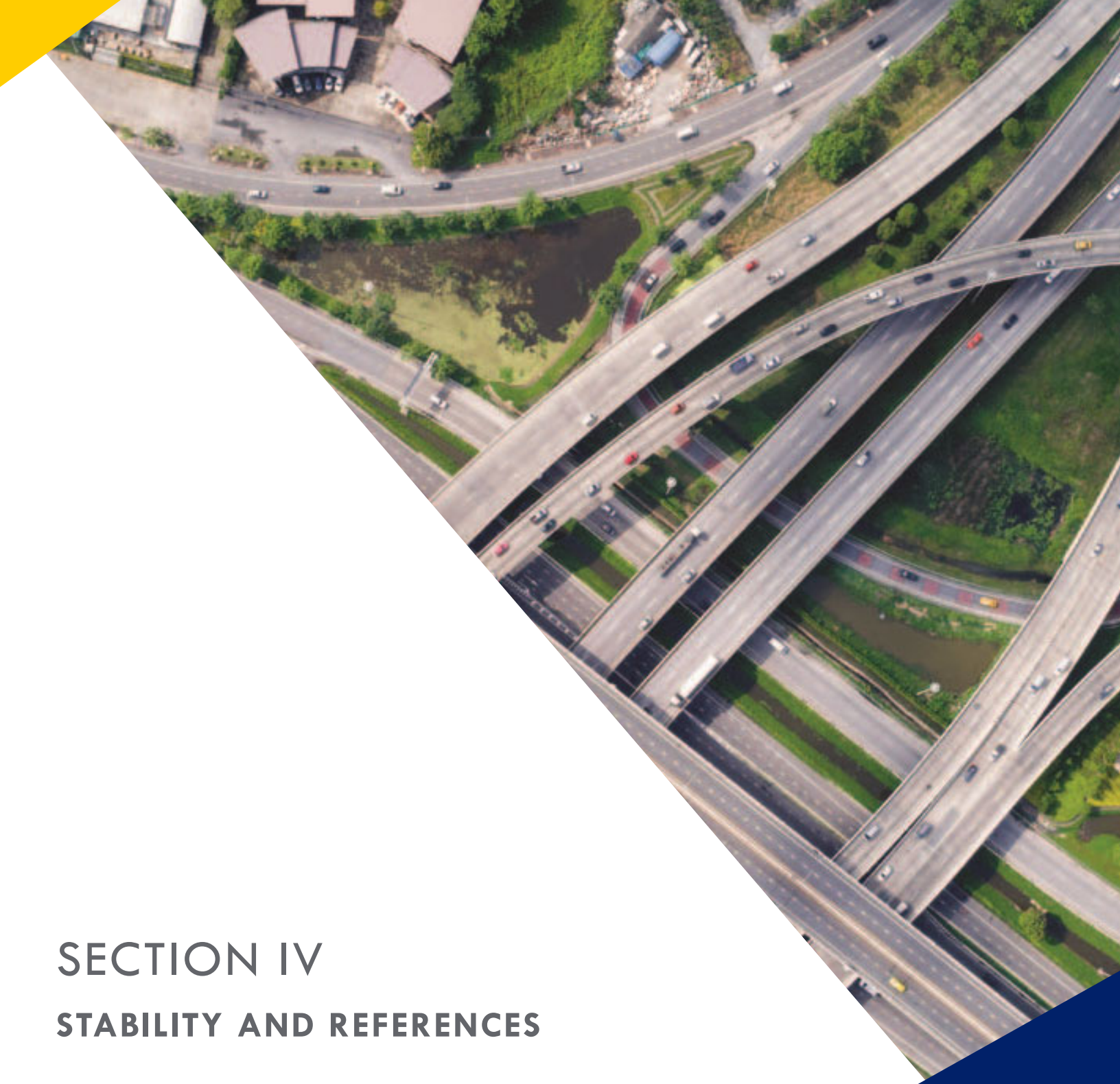
PART E

CLOSE-OUT PHASE

As both the Contractor and Owner eagerly anticipate the moment of handing over keys and finalizing payments, RRP's wealth of two decades of experience becomes paramount for the City of Edinburg. Our team, in collaboration with our sub-consultant DBR, will conduct meticulous final walkthroughs, focusing on all aspects including civil, mechanical, electrical, and plumbing facilities. During our conclusive review and in preparation for project acceptance, we will create a comprehensive punch list outlining pending items in alignment with design plans and contract documents.

Upon project completion, RRP will meticulously compile all project files in digital format, incorporating the scanning of any hard copy plans provided by the contractor. Our existing folder structure for construction management is highly robust and can be customized to precisely align with the City's unique needs.

- Leveraging the capabilities of GIS, project photos will be geo-referenced into Google Earth, offering a swift and accurate presentation. These geo-referenced maps not only pinpoint the exact location of each photo but also indicate the direction in which they were taken. This powerful tool enhances coordination meetings with City staff, providing a visual and spatial context that aids in efficient decision-making during the project's final stages.
- Key Staff for this task includes Humberto (PM), Louis (Construction Record Keeper), and Sylvia (Inspector).



SECTION IV

STABILITY AND REFERENCES

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

SECTION IV: STABILITY AND REFERENCES

As a testament to our commitment to transparency and the quality of our work, we present three recent references along with past projects. Each team member's association with these projects is outlined, accompanied by a brief project description and a recommendation letter from the respective reference.

REFERENCES

List of References		
1.	Project:	Veteran's International Bridge Expansion
	Date of Completion:	On-going
	Contact Person:	Pete Sepulveda, Jr., Executive Director
	Company Name:	Cameron County Regional Mobility Authority
	Address:	3461 Carmen Ave., Rancho Viejo, TX 78575
	Telephone Number:	(956) 621-5571
	Fax Number:	(956) 621-5590
	E-mail Address:	psepulveda@ccrma.org
2.	Project:	Anzalduas NB-SB Commercial Traffic
	Date of Completion:	N/A
	Contact Person:	Juan Olaguibel, Director of Operations
	Company Name:	City of McAllen-Hidalgo & Anzalduas International Bridge
	Address:	1023 S. International Blvd., Hidalgo, TX 78577
	Telephone Number:	(956) 681-1820
	Fax Number:	(956) 681-1845
	E-mail Address:	jolaguibel@mcallen.net
3.	Project:	Donna Rio Bravo International Border Crossing
	Date of Completion:	N/A
	Contact Person:	Dr. Carlos Yerena, City Manager
	Company Name:	Donna-Mercedes International Bridge Corporation, Inc
	Address:	307 S. 12th St. Donna, TX 778537
	Telephone Number:	(956) 464-3314
	Fax Number:	(956) 464-9923
	E-mail Address:	cyerena@cityofdonna.org

PROJECT PROFILES

Below, you will find detailed project profiles corresponding to the reference letters we have provided. These profiles offer a comprehensive overview of our team's involvement, showcasing the specific projects undertaken.

VETERAN'S INTERNATIONAL BRIDGE EXPANSION

CAMERON COUNTY, TX

Completed On-Time & Within Budget

On-going

Est. Construction Cost: $12 Million

Project Description: Provided services for the preliminary engineering, environmental documents, final design, construction plans and construction phase services for the expansion of an existing international bridge. Specific activities included site visits for field reconnaissance, gathering data, aerial mapping and field survey, development of design criteria for roadway transitions and bridge, preliminary alignment analysis. RRP also prepared the preliminary cost estimate, development of preliminary conceptual layouts, determination of preliminary Right-of-Way requirements, identification of alternative solutions and recommendations with associated cost estimates for each alternate solution and preliminary recommendation, summarization of each alternate solution in sufficient detail to indicate clearly the issues involved for each alternative, preparation of final schematic and bridge layout, PS&E for construction and construction phase services. The project included coordination with TxDOT, FHWA, Department of State, International Boundary and Water Commission (IBWC), CILA and SCT. Currently Expanding the Commercial import lot and adding the latest technology through the DAP construction anticipated to be completed in 2023. **Services Provided:** Preliminary Engineering, Enviro nmental Documents, Final Design, Construction Plans and Construction Phase, Site Visits For Field Reconnaissance, Gathering Data, Aerial Mapping And Field Survey, Development Of Design Criteria For Roadway Transitions And Bridge, Preliminary Alignment Analysis.

CLIENT:

Cameron County

1100 East Monroe

Brownsville, Texas 78526

CONTACT:

Pete Sepulveda

Director of Transportation

Ph.: 956.982.5414

KEY STAFF:

Daniel O. Rios, PE

Principle-In-Charge

Mike Riojas, PE

Project Manager

Phillip Pawelek, PE

QA/QC Manager

Daniel Garces, PE

Project Engineer

DONNA RIO BRAVO INTERNATIONAL BORDER CROSSING

CAMERON COUNTY, TX

On-Time & Within Budget

On-going

Engineering Fee: $4.5 Million
Construction Cost: $61 Million

Project Description: The Donna-Rio Bravo International Border Crossing is an ongoing project that started as a new Port of Entry in October 2001. RRP performed planning and feasibility studies and obtained the presidential permit for a commercial and light vehicle POE. The project was designed, constructed, and opened for the approved traffic in 2010. As the POE Engineers we are currently teamed up with C&M for the traffic assessment study to add commercial traffic and improvements for CVs. The study focused on Hidalgo County Northbound commercial traffic with respect to the Pharr, Anzalduas, and Donna Land Port of Entry. RRP provided the planning and preliminary site layouts for the proposed facility, which includes roadway alignments, bridge layouts, bridge design, H&H studies, schematics, border station site development, utilities, parking lot layouts, site drainage, and building locations. RRP is currently in the process of expanding the POE to accommodate commercial vehicles. Our project team continues to coordinate the work at this POE from inception of this project to the current expansion. RRP facilitated all the coordination between the United States and Mexico.

CLIENT:

Donna-Mercedes International Bridge Corporation, Inc
8000 S. International Blvd.
Donna, TX 78537

CONTACT:

Dr. Carlos Yerena

City Manager

Ph.: 956.464.3314

KEY STAFF:

Daniel O. Rios, PE

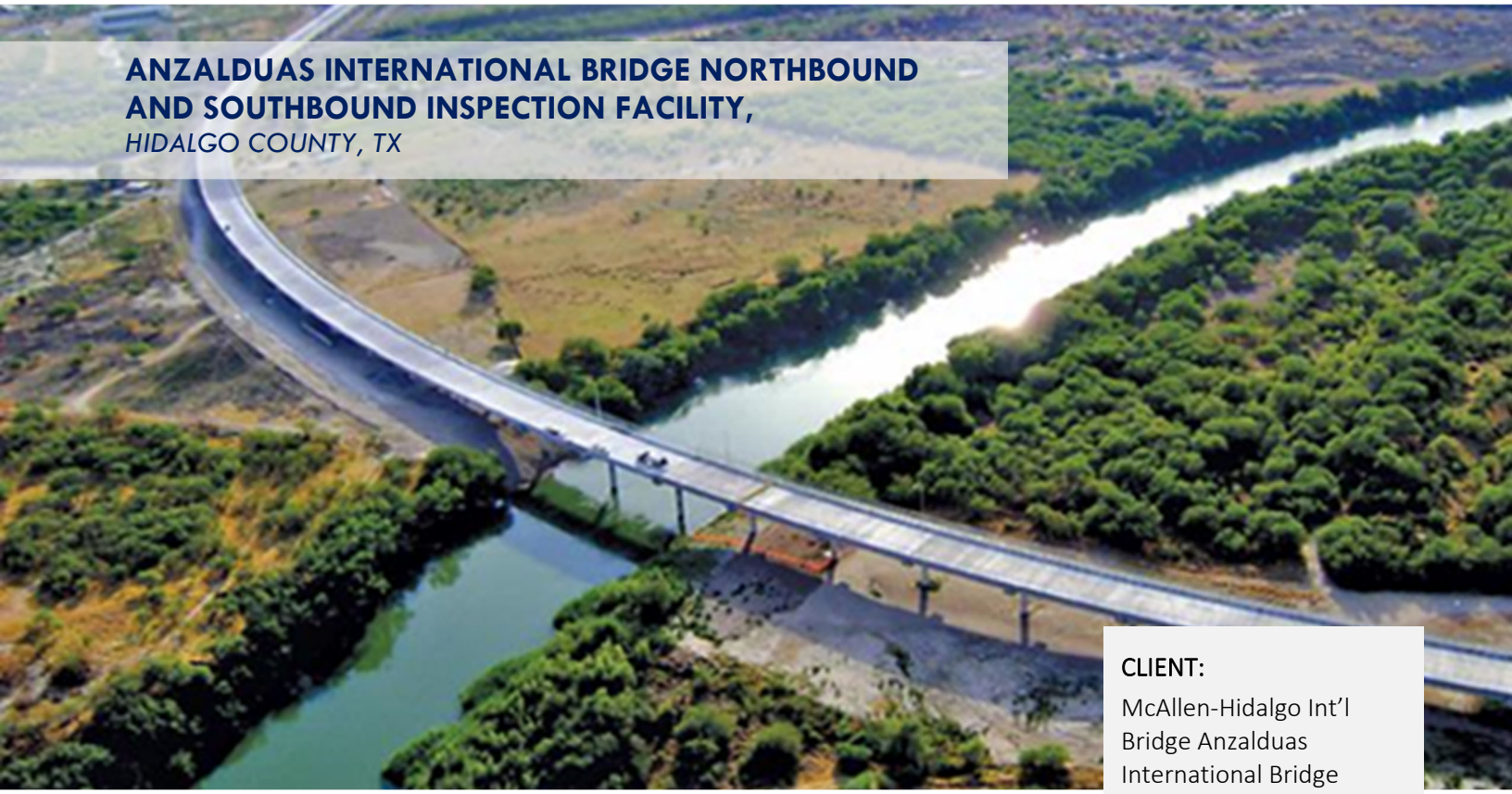
Project Manager

Phillip Pawelek, PE

Project Manager

SUBCONSULTANTS:

C&M Associates



ANZALDUAS INTERNATIONAL BRIDGE NORTHBOUND AND SOUTHBOUND INSPECTION FACILITY,

HIDALGO COUNTY, TX

On-Time & Within Budget

On-going

Engineering Fee: $3.1 Million
Construction Cost: $48 Million

The City of McAllen, through the Anzalduas International Bridge Board, and the Cities of Mission, and Hidalgo, in cooperation with the US General Services Administration (GSA), US Department of State (DOS), FHWA, and the TxDOT-Pharr District, are proposing to construct southbound and northbound commercial inspection facilities at the Anzalduas International Port-of-Entry (AIPOE). The purpose for this project is to comply with Article 16, Subsection (2) of Presidential Permit 99-01.

The AIPOE inspection facilities proposed would serve growing international traffic markets across the Texas/Mexico border. The proposed project is an additional phase of build out for the Anzalduas - US Land Port of Entry in support of inbound and outbound inspection. The proposed facility improvements meet the design criteria in the masterplan study schematic layouts for the LPOE.

The installation of inspection facilities includes Non-Intrusive Inspection Technology, NII Command Center, Secondary Inspection Loading Docks, Cargo Processing Offices, Exit Control Booths and civil improvements (roadway, utility, drainage, etc.) along the existing outbound and inbound lanes that incorporate the use of existing outbound inspection facilities including pavement, canopy, and buildings.

CLIENT:

McAllen-Hidalgo Int'l Bridge Anzalduas International Bridge

CONTACT

Juan Olaguibel

Superintendent of Bridges

Ph.: 956.681.1820

KEY STAFF:

Phillip Pawelek, PE

Project Manager

Daniel Garces, PE

Deputy Project Manager

Guillermo Arratia, PE

Project Engineer

Barbara Castille, ENV SP

Environmental

The proposed improvements are within the existing property owned by GSA and are within the environmental footprint of the original environmental analysis. The Anzalduas FY 17-18 DAP – Full Commercial Project consists of multiple structures required to process commercial imports and exports at the Anzalduas International Bridge.

The project incorporates Port of the Future concepts increasing the use of technology to improve inspection and the through-put times of commercial traffic to enable commerce to proceed expeditiously.

The updated master plan for the project included NII components but not Port of the Future components. Commercial inspections include a variety of processes intended to verify compliance with regulatory requirements associated with cargo, duties, tariffs, and immigration. The inspections also involve the physical unloading of commercial vehicles to confirm the cargo and limit the entry of contraband into the United States. In general, physical inspections of vehicles occur at the Commercial Import Dock as part of the Secondary Primary Inspection. Port of the Future technologies are intended to reduce the need for physical inspections and increase through-put time of commercial goods.

APPENDIX

A. KEY PERSONNEL RESUMES

B. RECOMMENDATION LETTER

APPENDIX A

KEY PERSONNEL RESUMES

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

HUMBERTO LOPEZ, PE

PROJECT MANAGER

RRP CONSULTING ENGINEERS

EDUCATION

BS, 2012, Civil Engineering, University of Texas Pan American, Edinburg

REGISTRATION

Licensed Professional Engineer: State of Texas, No. 131174

EXPERIENCE

Humberto Lopez has over 10 years' experience in civil, planning, and transportation fields. Prior to joining RRP, he spent five years with TxDOT in the Pharr District. His duties included planning, preparation of plans, specifications, and estimates (PS&E), roadway geometrics, hydrology and hydraulics, traffic control plans, pavement markings, signage, utility coordination, utility engineering, pedestrian facilities, along with 3D modeling in Open Roads Designer (ORD). He also prepared, executed, and managed multiple work authorizations (WA) for Survey and Subsurface Utility Engineering (SUE). During his time with TxDOT, he led a team of three individuals including one EIT, and one CAD technician to successfully lead projects on time and on budget.

FM 565, TxDOT Beaumont District, Baytown, Texas. *Project Engineer*. Coordinated the submittal of 30% and 60% PS&E including the development of title sheet, index, existing and proposed typical, project layout, TCP schematic, P&P sheets, and striping layouts. Utilized Open Roads Designer (ORD) for creation of plan sheets. Currently coordinating with the district railroad coordinator for Exhibit A. Currently working with the district utility coordinator for utility relocations. Prepared a utility conflict matrix along with utility exhibits.

SH 107, TxDOT Pharr District, Alton, Texas. *Project Manager.* Prepared the 60% PS&E package including title sheet, index, existing and proposed typical sections, TCP, P&P, striping and signing, and SW3P. Successfully held the DSRT meeting for review of traffic control plans. Implemented suggestions from DSRT meeting including drainage and temporary pavement for improved constructability. Performed SUE review along with selection of Level A test holes to finalize the conflict matrix.

SL 195, TxDOT Pharr District, Roma, Texas. *Project Manager* Managed PS&E consultant in updating 100% submittal for the new location along with updating standards, specifications and estimates for the proposed new location of a four-lane divided highway in Starr County. Coordinated with ROW along with surveyor to finalize ROW acquisition including a burrow pit within the project limits. Coordinated utility consultant as ROW was purchased and cleared for utility relocations to take place.

US 83, TxDOT Pharr District, Roma, Texas. *Project Manager.* Managed PS&E consultant in preparing 100% PS&E submittal including supporting documents. Prepared construction management plan for un-clear utilities. Manage consultant for construction phase services including resolution of multiple RFIs during the construction of the project. Coordinated with ROW and utility personnel throughout the project. Prepared the project management plan (PMP) and initial financial plan (IFP) for the projects in Starr County. Coordinated with the environmental department in reinternment of burial site along the project limits.

FM 1017, TxDOT Pharr District, Edinburg, Texas. *Project Manager.* Prepared the PS&E package including title sheet, index, existing and proposed typical sections, TCP, P&P, striping and signing, and SW3P. Prepare supporting documents including 1002, construction cost estimate, schedule, and specification list. Coordinated with SUE consultant for utility coordination and relocations. The project contained multiple gas companies with multiple pipeline crossings and parallel lines along the corridor. Successfully coordinate with environmental department for the categorical exclusion (CE) document to clear the project for construction.

FM 2221, TxDOT Pharr District, Edinburg, Texas. *Project Manager.* Prepared the PS&E package including title sheet, index, existing and proposed typical sections, TCP, P&P, striping and signing, and SW3P. Prepare supporting documents including 1002, construction cost estimate, schedule, and specification list. Successfully coordinate with environmental department for the categorical exclusion (CE) document to clear the project for construction.

PHILLIP J. PAWELEK, PE

QA/QC MANAGER

RRP Consulting Engineers, LLC

EDUCATION

BS, 1992, Civil Engineering, Texas A&M University

REGISTRATION

Professional Engineer: State of Texas No. 82739

CERTIFICATIONS

TxDOT Local Government Project Procedures (LGPP) Certification

EXPERIENCE

Mr. Pawelek has 31 years of experience in transportation planning and design. He spent five years with TxDOT, Corpus Christi. He is experienced in route studies and planning, preparation of plans, specifications, and estimates (PS&E), utility relocation, geometrics, signage and pavement markings, hydraulics, and illumination. He has participated on numerous engineering assignments associated with the development of roadways, storm drainage systems, traffic control planning, bridge layout, and various other civil engineering applications.

Veteran's International Bridge Expansion at Los Tomates, Cameron County, Texas. *Project Manager and Project Engineer.* Provided services for the preliminary engineering, environmental documents, final design, construction plans and construction phase services for the expansion of an existing international bridge. Performed an alternatives analysis to evaluate three alternatives. Responsibilities included site visits for field reconnaissance, gathering data, aerial mapping and field survey, development of design criteria for roadway transitions and bridge, preliminary alignment analysis, preparation of preliminary cost estimate, development of preliminary conceptual layouts, determination of preliminary Right-of-Way requirements, identification of alternative solutions and recommendations with associated cost estimates for each alternate solution and preliminary recommendation, summarization of each alternate solution in sufficient detail to indicate clearly the issues involved for each alternative, preparation of final schematic and bridge layout, PS&E for construction and construction phase services.

Donna POE Full Commercial Northbound and Southbound Traffic, Donna Texas. *Project Manager and QA/QC Manager.* The proposed north bound and south bound Loaded inspection facility improvements includes: the installation of inspection facilities that includes Non-Intrusive Inspection Technology, NII Command Center, Secondary Inspection Loading Docks, Cargo Processing Offices, Exit Control Boots, and Civil improvements (roadway, utility, drainage, etc.) along the existing southbound and northbound lanes (Incorporating the use of existing southbound inspection facilities including pavement, canopy, and buildings). Prepared all deliverables in accordance with the applicable/current requirements of the 2017 General Service Administration (GSA) P100 Design Standards, American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and/or the Texas Department of Transportation's (TxDOT) specifications (the project was identified as a TxDOT LGPP), standards, and manuals, as per the applicable construction items. Coordinated with multiple government agencies including -GSA, CBP, DOS, FHWA, TxDOT, along with Mexican Agencies such as SCT, SRE CAPUFFA, State of Tamaulipas. Coordinated bi-weekly conference calls to provide updates on plan/permit status and upcoming milestones. Responsible for the 30%, 60%, 90%, and 100% submittals which included the plans, specifications, and estimates. Met with the City of Donna to review estimates to make sure funding was available. Implemented cost cutting measures by reducing the number of unloading docks, based on the initial truck projections at the Port of Entry. Since funding was found for the NII elements, plans were revised to incorporate these elements, after the construction of the approach roadways was done under the original scope of the project. Designed charrettes with the CBP and GSA Project Managers. Meetings were essential to keeping the project on track and keeping the proposed "Go Live" date of January 2021.

Starr-Camargo International Bridge Widening, Starr County, Texas. *Project Engineer.* Assisted with the structural and geometric design for the widening of the existing bridge over the Rio Grande, consisting of a five-span concrete I-beam structure. Hydraulic calculations were performed to analyze the existing and proposed structure. Conceptual Layouts were submitted to the International Boundary and Water Commission United States and Mexico. Completed the US Coast Guard (USCG) permit application including drawings. Coordinated with USCG throughout the project. The project also required coordination with Mexican Engineers and Officials for approval.

ABEL MARROQUIN III, PE

DEPUTY PROJECT MANAGER

RRP CONSULTING ENGINEERS

EDUCATION

BS, 2014, Civil Engineering, University of Texas Pan-American

REGISTRATION

Professional Engineer: State of Texas No. 134752, 2019

EXPERIENCE

Abel Marroquin III, PE has 9 years of experience in transportation planning and engineering and design. Prior to returning to RRP Consulting Engineers, previously known as S&B Infrastructure, Ltd., Abel spent 5 years with TxDOT's Pharr District where he served as Project Manager and District point of contact for all Bicycle and Pedestrian facility projects before transferring to the Design section where he continued as Project Manager in developing PS&E for seal coat, overlay, and rehabilitation type projects. He is experienced in preparation of plans, specifications, and estimates (PS&E), geometrics, signage and pavement markings, hydraulics and SW3P design and implementation. He led a team of one engineer in training (EIT) and one computer aided design (CAD) technician to successfully deliver and let projects on time and within budget. As part of his project management and development experience, he also coordinated with various offices such as TxDOT's Traffic, Right of Way, Utilities, Environmental, Area offices and corresponding Maintenance offices. Not only does he possess experience in the Transportation field, but in municipal type projects as well such as drainage, water supply and site improvements.

East Loop, Cameron County RMA, Brownsville, TX. *Project Engineer*. Led the design and development of the various PS&E submittal packages for this four-lane divided with raised median and curb and gutter, new location and reconstruction project which includes coordination with Customs and Border Protection (CBP) and the International Boundary and Water Commission (IBWC) for the relocation of a section of existing levee and border wall.

FM 565, TxDOT Beaumont District, Baytown, TX. *Project Engineer*. Managed the design and development of the various PS&E submittal packages for this reconstruction project which includes railroad coordination for a new roadway grade separation at Union Pacific Railroad (UPRR). Prepared 30% and 60% PS&E packages including supporting documentation such as Form 1002, contract time determination schedule and TxDOT's intersection safety scoring tool.

US 281, TxDOT Corpus Christi District, Alice, TX. *Project Engineer.* Directed the development of various PS&E submittal packages for this new location Interstate mainlane project. Utilizing OpenRoads (ORD), developed the sequence of construction and designed the traffic control plans included in the PS&E packages used for State letting. Prepared necessary supporting documents such as Form 1002, contract time determination schedule, project certifications and updated project cost estimate for the successful submission of 100% PS&E package.

FM 1425, TxDOT Pharr District, Raymondville, TX. *Project Manager.* Led and designed the proposed rehabilitation of the two-lane rural roadway. Prepared the PS&E package including title sheet, index of sheets, existing and proposed typical sections, sequence of construction, traffic control plan layouts, and SW3P. Coordinated with adjacent projects in the design and upgrade of common intersecting signalized intersection. Managed subsurface utility engineering (SUE) consultant for all existing utilities within the proposed project's ROW. Furthermore, prepared supporting documentation including Form 1002, construction timeline determination schedule, cost estimate and specification list to prepare for State letting.

FM 1846, TxDOT Pharr District, San Benito, TX. *Project Manager.* Directed and designed the proposed rehabilitation of the two-lane rural roadway. Prepared the PS&E package including title sheet, index of sheets, existing and proposed typical sections, sequence of construction, traffic control plan layouts, and SW3P. Furthermore, prepared supporting documentation including Form 1002, construction timeline determination schedule, cost estimate and specification list to prepare for State letting. Coordinated with the district's environmental team for successful clearance of the categorical exclusion (CE) document prior to construction. Assisted the San Benito Area Office with addressing RFI's submitted by the contractor during the project's construction phase.

DANIEL GARCES, PE

PROJECT ENGINEER

RRP CONSULTING ENGINEERS

EDUCATION

BS, 2001, Civil Engineering, Texas Tech University

REGISTRATION

Professional Engineer: Texas No.: 100029, 2007

CERTIFICATIONS

Local Government Project Procedures (LGPP)
TxDOT Pre-certification ESN: 000017891
TxDOT Pre-certification Codes: 3.1.1, 3.2.1, 3.3.1, 3.4.1, 3.5.1, 4.4.1, 4.2.1, 4.3.1, 8.1.1, 8.2.1, 9.1.1, 10.2.1

EXPERIENCE

Mr. Garces brings 22 years of transportation planning and design experience to RRP. Before joining RRP, he worked for three summers as an Engineering Aide/Intern at TxDOT, Pharr District. His expertise includes route studies, plan preparation, utility relocation, geometrics, signage, hydraulics, illumination, and more. He has been involved in various engineering projects, such as road development, drainage systems, traffic control planning, and bridge layout. Mr. Garces is skilled in using software like MicroStation, GEOPAK, Culvert Master, Flow Master, HEC-RAS, WinStorm, and other highway applications.

Donna International Bridge, Donna-Mercedes International Bridge Corporation, Donna, Texas. *Project Engineer.* A Master Lighting Plan was created for a new bridge project, covering illumination for the International Bridge, approach roadway, and proposed facilities. The plan included the location of illumination assemblies, determined based on light distribution, lamp specifications, and pole height. These assemblies consisted of 40-ft aluminum poles with 0.25-KW high-pressure sodium luminaires. Electrical service was established as a standard 480-volt three-wire branch circuit with voltage drop calculations for circuit length. Split branch circuits were used. Plans, Specifications, and Estimates (PS&E) were provided to the client for construction, and inspection services were conducted during construction to ensure proper installation.

Raymondville Drain Outfall, Hidalgo County Drainage District No. 1, Texas. *Project Engineer.* Led the planning, development, and implementation of Hidalgo County Drainage District No. 1 Master Drainage System Phase II. Responsible for the design and expansion of the Raymondville Drain Outfall System. Managed day-to-day project activities, including extensive planning elements that involved coordination and collaboration with the US Army Corps of Engineers (USACE).

IH 10 Additional Lanes in El Paso, Texas from West of SH 20 to East of Executive Blvd., TxDOT, El Paso, Texas. *Project Engineer.* Calculated engineer's estimates for interchange and ramp configurations as part of the Texas Department of Transportation project. Utilized Excel spreadsheets with engineer-provided alignments and roadway configurations to estimate costs for each alternative. Engaged in advanced project development encompassing horizontal and vertical alignments, proposed cross sections, cross drainage structures, bridge widening, reconstruction, traffic control planning, signing, pavement markings, illumination, LOS analysis, and Intelligent Transportation System (ITS) planning. Expanded IH 10 by adding an extra lane in each direction, optimizing horizontal and vertical alignments for a design speed of 70 MPH. Modified interchange and ramp configurations to enhance traffic operations and level of service within the project limits.

MANCHING WEI, PE

BRIDGE/STRUCTURAL DESIGN

RRP Consulting Engineers, LLC

EDUCATION

MS, 1989, Civil Engineering, University of Kentucky
BS, 1984, Civil Engineering, Beijing Engineering and Architectural Institute, China

REGISTRATION

Licensed Professional Engineer: Texas No. 84851 (1999); LA: 30448 (2003); MS: 21013 (2012); CO: 0048136 (2012); OH: 77823 (2012); NM: 25028 (2018); AZ: 71470 (2020)
TxDOT Pre-Certification ESN : 000007636
TxDOT Pre-Certification Codes : 3.4.1, 3.5.1, 3.6.1, 5.1.1, 5.2.1, 5.3.1, 5.4.1, 6.1.1, 10.4.3

CERTIFICATIONS

Independent Study Course - "IS-630" entitled "Introduction to the Public Assistance Process" – In Process
Independent Study Course – "IS-631" entitled "Introduction to Public Assistance Operations I" – In Process

EXPERIENCE

Ms. Wei has 40 years of experience in structural engineering. Her expertise includes structural analysis and design involving highway bridges, retaining walls, box culverts, industrial structures, and multi-story commercial structures. Ms. Wei also has experience in analysis, design, plan development, and construction phase services for concrete and steel structures. Past projects include the following:

Texas Government Land Office (TGLO), Harris County Precinct 2, Hurricane Ike Repairs, Houston, Texas U1970. *Chief Structural Engineer.* This project consists of several repairs/improvements for facilities around Houston, TX, that were affected by Hurricane Ike. Project included Water Tower Painting, Repair and Water Facilities Improvements for Deer Park, TX. Also, the back-up generator improvements for Southside Place, Washburn Tunnel inspection, interior repair design, which includes emergency lighting, tunnel structure and approach roadways reconstruction– Red Bluff Road and roundabouts. There were (4) generators in this project that S&B designed the foundation, steel platform, and rail for workers and generator canopies. Construction Cost: 7.5 M

Veterans International Bridge, Cameron County, Texas. *Chief Structural Engineer.* This is an international bridge at the border of the United States and Mexico. With total length 4144 feet on 44 spans, this bridge is parallel to the existing international bridge and connected to the existing bridge at the middle five spans to redirect traffic flow in a special event. The total bridge width is 55.5 feet to accommodate four traffic lanes and one pedestrian sidewalk. The pedestrian sidewalk and traffic lanes are separated with traffic railings. The outside traffic railings also serve as security fences on both sides of the bridge. The support structure is pre-stressed concrete beam and the load of this bridge is specially designed for Mexican trucks which is approximately twice the design load of US trucks.

Donna Rio Bravo International Bridge, Donna, Hidalgo County, Texas. *Chief Structural Engineer.* Lead the design of a 10 span pre-stressed concrete I-beam bridge with a 1000 ft. length and 108 ft. width, located at the United States and Mexico border. Special design considerations required that the pre-stressed concrete could not exceed the 5700-psi limit due to Mexican manufacturer capability. Designed substructures and provided quality control and final design checks for the entire bridge. During the construction, checked the bridge beam, cap column and foundation to support 550 Kip crane picking up concrete beam over international span and design the crane mat. (Donna-Mercedes International Bridge Corporation.)

SH 550 / US 77, Cameron County, Texas. *Chief Structural Engineer*. Design of new entry point for truck traffic to the Port of Brownsville. This project involved providing plans, specifications, and estimates (PS&E's). Developed bridge layouts and design for the northbound and southbound direct connectors. The southbound connector is a 28-span overpass bridge. This overpass bridge is curved and skewed. The super structure of the bridge consisted of steel plate girders and Tx54 girders. The substructures consist of hummer head bents, straddle bents and post tension straddle bents with inverted T- bent caps. The foundations consisted of footing support with piles and drilled shafts. The northbound connector is a 9-span overpass bridge.

BARBARA CASTILLE, ENV SP

ENVIRONMENTAL SERVICES

RRP Consulting Engineers, LLC

EDUCATION

MS, Masters in Biology (Chemistry minor), 1988, Sam Houston State University, Huntsville, Texas
BS, Bachelors in Biology (Chemistry minor), 1986, East Texas State University, Commerce, Texas
BS, Bachelors in Industrial Hygiene & Safety, 1994, University of Houston-Clear Lake, Clear Lake, Texas

CERTIFICATIONS

Certified Envision Sustainability Professional, No. 37003
TxDOT Precertification ESN: 1574
TxDOT Precertification Codes: 1.6.1, 2.1.1, 2.2.1, 2.3.1, 2.4.1, 2.4.2. 2.4.2, 2, 4, 3, 2.6.1, 2.6.2, 2.6.3, 2.7.1, 2.13.1, 2.14.1

EXPERIENCE

With 35 years of environmental expertise, Ms. Castille excels in NEPA documentation, coordinating with regulatory agencies, and serving as a NEPA subject matter expert. Her skills include organizing public meetings, conducting wetland delineations, noise studies, and managing multimillion-dollar environmental service contracts for TxDOT. Ms. Castille's diverse experience spans international transportation projects and bridge permit applications, including her successful receipt of a USCG bridge permit in 2021.

Del Rio-Acuña II International Bridge, Del Rio, Val Verde County, Texas (2023). *Environmental Project Manager.* For a proposed second international border crossing and POE in Del Rio, Ms. Castille prepared two open-house public meetings, one each in November 2022 and June 2023, to present the proposed international bridge, airport roadway connector and port-of-entry (POE) facility to residents and stakeholders in Del Rio, and solicit public comments/feedback. Over 100 people attended each public meeting. Two (2) build alternatives and the no build alternative were presented at the November 2022 public meeting. After receiving public comments, one (1) new build alternative was presented along with the two (2) original alternatives at the June 2023 public meeting. Ms. Castille coordinated the advertisement for both public meetings in local English and Spanish language newspapers as well as on social media. The June 2023 public meeting was additionally advertised on a local radio station (KWMC 1490 AM). Public feedback is on-going and continues to be incorporated into the EA for this proposed project.

Flor de Mayo International Bridge, Brownsville, Cameron County, Texas (2021). *Environmental Project Manager.* Ms. Castille prepared the environmental sections of the Presidential Permit Application (PPA) for construction of a new international bridge and POE. The PPA was submitted to the US Department of State (US DOS) in September 2021.

Laredo 4/5 International Bridge, Laredo, Webb County, Texas (2022). *Environmental Project Manager.* Ms. Castille prepared the PPA for the construction of a new international bridge and POE located south of Laredo between the communities of Rio Bravo and El Cenizo. Ms. Castille attended a series of online progress meetings with representatives of the client, City of Nuevo Laredo, and other stakeholders from Mexico. The PPA was submitted to the US DOS in March 2022.

Camino Real de Tierra Adentro Port-of-Entry, Sunland Park, Doña Ana County, New Mexico (2021). *Environmental Project Manager.* Ms. Castille coordinated the field activities and public meeting for this EA-level project which was proposed to add an international border crossing and POE facility in Sunland Park. Three (3) build alternatives and the no build alternative were presented at the in-person open-house public meeting and the live virtual public meeting. Notices of the public meeting were posted in local English and Spanish language newspapers as well as on the City of Sunland Park website and social media accounts. Notices of the public meetings were additionally attached to monthly water bills that were mailed to all residents of Sunland Park. The EA was submitted to the New Mexico Department of Transportation in May 2021.

Ms, Castille has additionally provided environmental services for the Donna-Rio Bravo International Border Crossing, Phase 2, Donna, Hidalgo County, Texas (2023) and Anzalduas International Port-of-Entry Southbound and Northbound Commercial Facility Project, Hidalgo County, Texas (2021).

MICHAEL C. RIOJAS, PE

TRANSPORTATION ENGINEER

RRP Consulting Engineers, LLC

EDUCATION

BS, Civil Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer: State of Texas, No. 69690

CERTIFICATIONS

TxDOT Pre-Certification ESN No. 3067

EXPERIENCE

Mr. Riojas has 43 years of experience in transportation planning, design, construction management and maintenance and has managed over $2 Billion of design, design build and civil infrastructure projects. He is pre-certified in 24 TxDOT work categories and spent twelve years with TxDOT where his responsibilities included all aspects of highway design; plan review; construction project management.

Camino Real International Bridge Roadway Realignment, Eagle Pass, Texas (2016-Present). *Project Manager.* for the development of schematics and PS&E for the realignment of access roadways to the International Port of Entry. Analysis to separate and improve the flow of traffic entering and exiting the port of entry. Consisting of roadway, bridge, hydraulic and utility design. Coordination will Port of Entry Agencies. Development of Schematic.

Del Rio – Acuña II – International Port of Entry, Del Rio, Texas (2016-Present). *Project Manager.* Preparing the Feasibility Report for a future Port of Entry between the Cities of Del Rio, Texas, USA and Acuna, Coahuila, Mexico. Responsible for the project development to include the performing alternatives analysis for the port of entry approach roadway to produce preliminary cost estimates and conceptual drawings for the alignments. Additionally, the project included the completion of origin and destination traffic studies, traffic modeling and tolling projections. He make several presentations to the Binational Bridges and Border Crossing Group meetings. The project's feasibility had moved it forward to the Presidential Permit application stage. Coordinated with US and Mexican Team members to produce the Bridge Layouts, Schematics for Approach Roadways, Connection to SL75 and Airport Connector, Rio Grande River hydraulic studies, environmental studies, and Toll and Revenue Study.

Cameron County Facilities Master Plan, Cameron County, Texas. *Deputy Project Manager.* Performed facility and civil site planning and design which included utilities and hydraulic analysis, master planning and design services for a new Cameron County Facilities Complex to accommodate the various needs of several local, state, and possibly, federal agencies. The site encompassed approximately 113 acres. A conceptual design for the complex was developed and water and wastewater considerations were evaluated and designed accordingly. Project also included coordination with utility companies. Traffic circulation was addressed to ensure internal access and mobility, as well as access to the site. Prepared a report and exhibits with recommendations for site layout, size and scope of facilities, architectural vernacular, delivery options, etc.

Veteran's International Bridge at Los Tomates, Cameron County, Texas. *Project Engineer.* Provided final design and construction management services for the relocation of a river levee, new approach roadways, and a new international bridge over the Rio Grande connecting Brownsville, Texas and Matamoros, Mexico. Responsible for completing design drawings for the relocation of a river levee, new approach roadways, a new international bridge over the Rio Grande and providing construction engineering, inspection, and construction materials testing. The project included coordination with TxDOT, FHWA, Department of State, International Boundary and Water Commission (IBWC), CILA and SCT. Currently Expanding the Commercial import lot and adding the latest technology through the DAP construction anticipated to be completed in 2023.

JOSE GAYTAN, PE

CONSTRUCTION ENGINEERING & INSPECTION

RRP Consulting Engineers, LLC

EDUCATION

BS, 1988, Civil Engineering, Texas A&I University, Kingsville, Texas

REGISTRATION

Licensed Professional Engineer: State of Texas, No. 81469

CERTIFICATIONS

TxDOT Pre-Certification Codes: 3.2.1, 4.2.1, 7.1.1, 8.1.1, 8.3.1, 11.1.1, 11.3.1, 11.4.1

EXPERIENCE

Mr. Gaytan has 34 years of experience in civil engineering and construction. He is currently working as a Senior Project Manager handling all construction and material issues on City, County, & Texas Department of Transportation (TxDOT) throughout Texas. He retired from TxDOT with extensive experience in most aspects of roadway related transportation engineering, including design and construction, project management, contract administration, and materials quality. Additionally, Mr. Gaytan has significant experience in managing and leading professional and technical employees, as well as working with industry counterparts. He is self-motivated with strong organizational and communication skills.

La Salle County Stevenson Rd, Cameron Rd, Albert Martin Rd, Allerkamp, La Mota, Mudd Rd, Carroll Rd, City of Cotulla Count St Project, Court House Generator Project. *Construction/Materials Management*. The Team was selected to assist La Salle County in the operation and administration of the County's Road Department system and the administration of the County's development regulations. Tasks included:

- General Project Management: Administration and policies, financial administration, funding budget, and state/federal regulations and compliance
- Advance Planning / Assessment for the Capital Road and Bridge Improvement Program (Roads and Drainage)
- Final Design and plans, specifications, and estimates (PS&E)
- Construction Management and support

The Team's primary focus was to identify operational concerns and funding and prioritize those issues into a cost effective and efficient program to address the roadway, drainage, and Right of Way needs. The Team developed final designs and prepared contract drawings, specifications and estimates for the construction of each project or portions of the project. The Team provided construction management and inspection services for the construction of each project or portions of each project.

TXDOT Indefinite Deliverable Construction Management Contract (Southern Districts) – Corpus Christi District: FM 70 (Bridge Replacement and Rehab Roadway) – Sandia, Texas. The $4.8 Million, 12.1-mile project consisted of extending existing box culverts, replacing pipe culverts, subgrade widening, base, surfacing, signs, and pavement markings. The work included replacing the existing Sandy Hollow Creek Bridge. The bridge demolition was coordinated with the Texas Department of State Health Services as required. The project was separated into four Control – Section – Job Numbers (CSJ's) because it spanned two counties and the categories used for funding. Material testing and controlling quantities proved challenging. Close coordination with the Contractor was required to ensure proper material testing and correct payment of quantities were made to each CSJ.

FM 70 (Rehab Roadway and Bridge Replacement Projects) – Bishop, Texas. The rehab work consisted of extending culverts, subgrade widening, flexible base, pavement repairs, and a surface treatment. The additional pavement width provided for left turn lanes at FM 892 and County Road 73A and allowed for passing lanes along two sections of the roadway. The passing lanes were a significant improvement because of the slow-moving agricultural traffic prevalent in the area. Traffic Control Inspections and Documentation was especially crucial because of the overlap in signage of the FM 70 Draw Structure #3 Bridge Replacement project.

GUILLERMO ARRATIA, PE

SPECIFICATION / BIDDING DOCS / ROADWAY DESIGN

RRP Consulting Engineers, LLC

EDUCATION

BS, 1987, Civil Engineering, Universidad Autónoma de Coahuila, México

REGISTRATION

Professional Engineer: Republic of Mexico No. 1310810 (January 1989)
Professional Engineer: State of Texas No. 94001, 2004
TxDOT Pre-Certification ESN : 14530
TxDOT Pre-Certification Codes : 3.1.1, 3.2.1, 3.4.1, 4.1.1, 4.2.1., 8.1.1, 10.2.1

CERTIFICATIONS

Local Government Project Procedures (LGPP) Certification for TxDOT, Texas Engineering Extension Service, The Texas A&M University System, 12 hrs. 2011 and 2018

EXPERIENCE

Mr. Arratia has 35 years (2022) of experience and has had multiple engineering assignments associated with the development of subdivisions, including waterlines, sanitary sewer lines and drainage systems. He is experienced in the preparation of boundary surveys, Right-of-Way Maps and Metes and Bounds. He served for eight years with TxDOT's Pharr District. Mr. Arratia also has multiple engineering assignments associated with the development of roadways and highways, storm drainage systems, traffic control planning and various other civil engineering applications. In addition, he is experienced in preparation of plans, specifications, and estimates (PS&E), utility relocation, geometrics and hydraulics. He is proficient in the use of MicroStation, Geopack, Culvert, WinStorm, and other highway software applications.

Anzalduas International Bridge, City of McAllen and TxDOT Pharr District, Texas. *Project Engineer*. North Bound and South Bound Loaded Commercial traffic. (Length: 1.20 miles). Responsible for schematic design and producing a complete set of plans, including traffic control plan, roadway design, drainage, quantities and specs. Also, coordination with GSA, CBP and Architect to implement six primary inspection booths and 30 secondary inspection bays spaces, Cargo processing office, command center, including Technology to support the inspection and processing of the north Bound Traffic for Commercial truck.

Veterans International Bridge, Cameron County Regional Mobility Authority and TxDOT Pharr District, Texas. *Project Engineer*. North Bound for Private owned vehicles. (Length: 0.108 miles). Responsible for schematic design and producing a complete set of plans, including traffic control plan, roadway design, drainage, quantities and specs. Also, coordination with GSA, CBP and Architect to implement four primary inspection booths and eight additional secondary inspection bays spaces, new head house including Technology to support the inspection and processing of the north Bound Traffic for Vehicles.

Veterans International Bridge, Cameron County Regional Mobility Authority and TxDOT Pharr District, Texas. *Project Engineer.* North Bound for Loaded Commercial Traffic. (Length: 0.14 miles). Responsible for schematic design and producing a complete set of plans, including traffic control plan, roadway design, drainage, quantities and specs. Also, coordination with GSA and CBP to implement four additional lanes for Commercial Trucks. Most of the construction work was done during night to avoid traffic congestion during the day.

Donna - Rio Bravo International Bridge, City of Donna and TxDOT Pharr District, Texas. *Project Engineer*. South Bound and North Bound Empty and Loaded Commercial Traffic. (Length: 0.4 miles). Responsible for schematic design and producing a set of plans, including traffic control plan, roadway design, drainage, quantities and specs. Also, coordination with GSA, CBP, Mexican Agencies and Architects to implement 2-X Ray machines, 9 truck staging primary inspection lanes and canopies, Secondary Inspection Loading Docks, Cargo Processing Offices, Exit Control Booths, Non-Intrusive Technology and NII Command Center. Commercial Truck Traffic is an addition to existing Bridge, this was a unique design for a linear inspection to avoid traffic congestion instead of a racetrack design, used by all existing bridges along the border.

LOUIS RICHARD LOPEZ

CONSTRUCTION RECORD KEEPER

RRP Consulting Engineers, LLC

EDUCATION

BBA, Accounting Major, University of Texas at San Antonio

REGISTRATION

Local Government Project Procedures Qualification for TxDOT: Confirmation No.: 54475

EXPERIENCE

Mr. Lopez has a combined 45 years of construction-related work experience in review of plans, specifications and estimates (PS&E), inspection of retaining walls, concrete structures, and levee improvements, review and analysis of project schedules, change orders, payment requests, safety and quality policies and procedures, and experience and training in EEO, Affirmative Action, DBE, HUB, SBE, Bonds/Insurance, and Local Government Project Procedures requirements (LGPP). He uses Microsoft Excel, Word, Projects and Power Point as well as CMS, Site Manager and Peoplesoft. As an experienced Recordkeeper, Louis maintains records (hard-copy and electronic files), process/file paperwork, confirm compliance with state/federal laws, verify accuracy & process monthly estimates project with 4 CSJ's, act as liaison with inspectors & contractor, attend meetings, provide status of recordkeeping activities, coordinate/communicate with TxDOT Area Office personnel. Material on Hand spot checks, maintain environmental SW3P binder, ensure written communication of road closures, public notices, holidays, and verify input of monthly accidents and incidents. Perform reconciliation of final pay quantities, verify overruns/underruns, and assist in preparation of final quantity reconciliation change order and assure contractor submittal of final prompt payment form, DBE final, and required material certifications (Buy America).

TxDOT, FM 70, Corpus Christi Texas. *Recordkeeper.* Construction, Engineering, and Inspection (CEI) Services for the FM 70 TxDOT Corpus Christi Area Office rehab project to extend/replace culverts, widen subgrade, add base, surfacing, signing, striping & replace a bridge.

TxDOT, SH 97, Carrizo Springs Area Office. *Recordkeeper.* CEI Services for the SH 97 CEI Services for the SH 97 three bridge and approaches replacement project. The project construction consisted of 880 linear feet of bridge over the Frio River, The Frio Relief, and Canyon Slough Creek.

TxDOT, US 77, Victoria, Texas. *Recordkeeper.* CEI Services for the US 77 to convert 2.5 miles from a two-lane roadway to a full freeway section which consisted of seven bridges, hot mix, concrete paving, & numerous environmental commitments.

TxDOT, Widening of IH 10, Beaumont, Texas. *Recordkeeper.* CEI Services for the widening of IH 10 TxDOT from 4 to 6 lanes to include a soil nail wall, extend drainage structures, conc pavement, reconstruction a section of the W.B. FTG Rd., high mast illumination, signing & striping.

TxDOT, Rehab of the existing IH 35 Frontage Roads, Carrizo Springs Area, Texas. *Recordkeeper.* Provided CEI Services for the rehab of the existing IH 35 Frontage Roads. The work consisted of base, seal coat, super pave hot mix, conc. pavement intersections, culvert extensions, MBGF, signing, striping, & illumination.

Road and Drainage Improvements to La Salle County, Cotulla, Texas. *Construction Inspector and Recordkeeper.* Provided CEI services for five road and drainage improvement projects in La Salle County, Texas. Assisted Project Manager and Project Engineer in performing construction management services. Monitored daily all work to assure compliance with plan drawings and project specifications. Inspected all steel and form placement on drainage structures. Observed all required material testing of concrete, embankment, and cement treated subgrade, flex base, and cement-treated flex base.

FRANK M. DURAN, PE, PMP, CFM

DRAINAGE TASK LEAD

RRP Consulting Engineers, LLC

EDUCATION

BS, 2003, Civil Engineering, New Mexico State University, Las Cruces, New Mexico

REGISTRATIONS

Licensed Professional Engineer: State of Texas No. 109125, 2011

CERTIFICATIONS

Project Management Professional (PMP) PMP Number. 3417112
Certified Floodplain Manager: State of Texas CFM No. 1602-09N, 2009

EXPERIENCE

Mr. Duran has 20 years of engineering experience in Project Management, drainage design, construction management, inspection, and land development. His expertise includes drainage design for Floodplain Management (FEMA), storm drain, culverts, detention facilities, and reviewing drainage studies for the federal and local government projects. He brings Civil Engineering Project Management experience and Civil Engineering Design experience and an understanding as it pertains to Plans and Specifications, Design/Construction Documents, Scheduling, Project Coordination, Sub-contractor Coordination, Computer Modeling, and Cost Estimates. Mr. Duran has extensive project management experience in detention basin design and drainage design and construction projects.

Harris County Flood Control District (HCFCD), Channel Conveyance and Roadway Crossing Improvements, Halls Bayou Tributary P118-14-00, Houston, Texas (2022-2023). *Project Manager.* Provided design and construction support services of approximately 1 mile of conveyance channel (Tributary P118-14 Halls Bayou), to include bridge design and construction of 3 roadway crossings along the Tributary P118-14. Project management includes management of several stakeholders and subcontractors, including but not limited to, surveyors, environmental engineers, and geotechnical engineers.

Harris County Flood Control District (HCFCD), Excavation of Little York, and Hopper Road, Stormwater Detention Basins, and Channel Conveyance Improvements, Houston, Texas (2017-2020). *Project Manager.* Managed the design of two (2) detention basin(s) excavation (approx. 220 ac-ft of storage) and a new 12'X10' reinforced concrete box culvert (RCB) addition, under an existing City of Houston roadway. The project will effectively remove the 10-yr floodplain from 332 homes/parcels, and floodplain from 155 homes/parcels from the 1% exceedance storm event.

Mud Creek Tributary A Drainage Project, City of San Antonio, Texas (2018) – Mr. Duran performed drainage analysis for the removal of 100-yr floodplain from 39 homes in the northeast San Antonio area. The design included upsizing an existing drainage structure to a larger bridge-class culvert, detention area, and coordination with the FEMA representative of the LOMR.

State Highway 365 Hydrology and Hydraulics design (ongoing design), Hidalgo, Texas (2014-2015) – Mr. Duran performed the Hydrology and Hydraulics analysis for the 5.85 miles of major highway, 4 lane-controlled access tolled facility. Mr. Duran designed the drainage inlet layout plan and detention basins within the right of way, utilized area specific hydrographs for more accurate unit hydrograph data, and performed hydraulic analysis for the overall storm water management system associated with the proposed highway project.

Enterprise Products Partners, LP Texas Express Pipeline Expansion, Mont Belvieu, Texas (2018) – Floodplain and Floodway Analysis: Mr. Duran performed the Project Management and provided oversight for the stormwater analysis performed on the Pipeline Floodplain and Floodway analysis. Mr. Duran managed a team of analysts and a production team in developing the report utilized for a new lift station for an existing oil/gas line in east Texas.

REUBEN ABESAMIS, PE

DRAINAGE

RRP Consulting Engineers, LLC

EDUCATION

BS, 1976, National University, Manila, Philippines

REGISTRATION

Licensed Professional Engineer: State of Texas, No. 103397
Licensed Civil Engineer: Philippines, No. 16318

TXDOT CERTIFICATION

TXDOT pre-certified in 6 Categories with Employee Sequence Number 000024949

EXPERIENCE

Mr. Abesamis has 40 years of industry experience in engineering, surveying, and design-build projects. Areas of responsibility range from studies, design and engineering, project management, and quality control. From 1976 to 1980, he was a faculty member of the Engineering Department, National University in the Philippines. His experience has provided a thorough understanding of all the facets of engineering design, training, and project execution coupled with a working knowledge of project justification, quality assurance, and cost-effective solutions.

Drainage Study for the proposed East Loop from Interstate 69E to 1.57 Miles East of intersection of SH 4 and FM 419 in Cameron, Texas. (2020 On-going project) I was tasked to prepare the hydrologic and hydraulic analysis of the project and to do all conventional storm drainage and cross drainage systems. This also included the mitigation measures such as detention ponds. The proposed project required relocation of an existing levee. It will displace 1.7 miles of existing IBWC flood control levee.

Drainage Study for the proposed Sunland Park Border Crossing, Dona Ana County, New Mexico (2020 On-going project) – A new border crossing facility will be constructed in Dona Ana County, New Mexico. The project area lies in a hilly area. I was the Lead Hydrology and Hydraulics engineer of the project. And I prepared the Hydrology and Hydraulic analyses and modeling of the project. This includes the drainage study and provision of detention ponds to reduce the flows going toward existing roads.

Drainage Study for the proposed Improvement of the Frio County Community Fishpond Park, Frio County, Texas (2020 On-going project) – Frio County intends to develop their County Community Fishpond Park. We did preliminary Hydrology and Hydraulic analyses and modeling of the proposed project area. I did the H&H modeling and analyses of the project.

Drainage Study for the Proposed Improvement of Hi Line Road Project, Hidalgo County, Texas (2020) – The City of Pharr is planning to improve the existing Hi Line Road. This road bisects an existing ditch owned by Hidalgo Drainage District 1. I completed the Hydrology and Hydraulic analyses of existing and proposed improvements for this project.

Drainage Study for proposed Reading Road by Fort Bend County, Texas (2019) – This project is a proposed extension of the existing Reading Road. It bisects a big open area and will run along an existing bayou in the south. I prepared and completed the Hydrology and Hydraulic analyses and modeling, including impact mitigations the new road will have on the bayou. I also made analysis and computations for detention needed for future developments in the project area.

Drainage Study for Re-alignment of 7.7 mile-FM 157 Road by Forth worth District of Texas Department of Transportation in Johnson, County, Texas (2019) – A 7.7-mile segment of the existing FM 157 Road will be re-aligned to construct a new road. Capacities and locations of bridge and culvert crossings will change. I was the Lead H&H engineer of the project. And to update the project on these changes, I prepared and completed the Hydrology and Hydraulic analyses including the H&H modeling of this project.

Improvement of IH 35 from 0.5 miles South of IH35/US 59 to 2.68 miles North of Uniroyal (MM 16) Webb County, Laredo (2018) – This project is the proposed improvement of a 2.68-mile segment of IH 35. The existing road has 4 bridge class culverts and seven non-bridge class culverts. I prepared and completed the Hydrology and Hydraulic analyses and modeling of existing conditions of the project.

DANIEL CHRISTODOSS, PHD, PE

WATER AND WASTEWATER ENGINEER

RRP Consulting Engineers, LLC

EDUCATION

Ph.D., Civil Engineering; MS, Public Health (Environmental) Engineering; BS, Civil Engineering

REGISTRATION

Licensed Professional Engineer: State of Texas, No. 86016

CERTIFICATIONS

Transportation Worker Identification Credential (TWIC)

EXPERIENCE

Mr. Christodoss has over 20 years of experience in design, construction and O&M for roadways, drainage, water and sanitary sewer infrastructure. His background includes extensive service to public and private-sectors as a consultant and employee including US DOE, AFCEE, City of Temple, City of Waco, City of Houston, City of Galveston, General Electric, FMC Corporation, Reynolds Aluminum Co., NYSDEC, during which he secured the National Pollution Engineering Award to US DOE, Air Force Base Excellence Award at Kelly AFB, the Texas Environmental Excellence Award to City of Waco, and the AWWA Water Quality Award for his innovative projects in industrial and municipal water and wastewater treatment that demonstrated environmental sensitivity, renewable energy and waste minimization. He was responsible for providing grant engineering towards the award of about $100M in grants for storm water pump stations to alleviate coastal high tide flooding in the City of Galveston and $12M in grants for wastewater treatment plant expansion at City of Azle. He currently serves in the capacity of Civil Engineering Team Leader.

Water Treatment Plant and Distribution System, Coimbatore, India. *Project Manager & Construction Engineer.* Verified design and performed construction oversight followed by O&M for a 30 MGD conventional surface water treatment plant and control building at an elevation of 2,500 ft to convey and provide drinking water to a metropolitan city in the valley (40 miles away) with the construction of a 2-level Master Service Reservoir to distribute treated water to a City with a population of 1 Million. System included a surface water intake, spray nozzle aeration chamber for iron and manganese removal, chemical house for chlorine storage, alum and polymer storage, pH control chemicals, clari-flocculator, filter house with shell roof, pump house/main control station, and clear water reservoir. Functioned as the field engineer for performing field investigations and surveying for planning water supply mains to remote unserved areas.

Water Treatment Plant Upgrade, Huntsville, Texas. *Design Engineer & Project Manager.* Responsible for detailed design, preparation of construction plans, specifications, cost estimates for the Trinity River Authority, Huntsville Water Treatment Plant Upgrade Design with Nitrate Biofilters due to the high levels of nitrate in the Trinity River. Prepared construction plans for expansion from 6 MGD to 12 MGD including the design of 11 MGD GAC biological de-nitrification filters for nitrate and taste and odor removal. Designed the backwash pump station and 1.2 MG clear-well high service pump station with four 350 HP 4 MGD (2,800 GPM each, total 11,200 GPM) vertical turbine pumps. Performed surge calculations to size and select surge suppressor valves and design pipeline restraints for surge forces. Performed preliminary design of new parallel 30 and 42 inch 10-mile long transmission mains with booster pumps to accommodate upcoming Huntsville developments.

Large Diameter Waterline Replacement vs Rehabilitation-Houston, Texas. Preliminary Engineering Report for Evaluation of engineering options to rehab vs replace pipelines to maintain current and future demands.

Citywide Wastewater Masterplan – Galveston, Texas. *Director of Engineering.* Evaluated the existing and future capacity of the collection system pipes and lift stations, and the existing wastewater treatment plants. The masterplan recommendations included a list of projects required to eliminate existing system bottlenecks and provide future capacity for upcoming developments.

Causeway Water Line, Galveston, Texas. *Director of Engineering.* Project details include a $10 Million emergency 30" Steel supply line spanning the Galveston Causeway. "Bridging the Gap: Galveston Causeway 8,500 LF Aerial Water Line, Texas AWWA, April 2018, San Antonio, TX".

SYLVIA HERNANDEZ, EIT

INSPECTOR

RRP Consulting Engineers, LLC

EDUCATION

Bachelor of Science in Civil Engineering, 2017, The University of Texas Rio Grande Valley, Edinburg, Texas

EXPERIENCE

Ms. Hernandez has 5 years of industry experience in the engineering and construction field. Proficient in managing multiple assignments related to roadway development, storm drainage systems, traffic control planning and various civil engineering applications. Committed to ensuring accuracy in plans reviews, quantifications, and designs while actively supporting proposal and bid document creation for diverse projects.

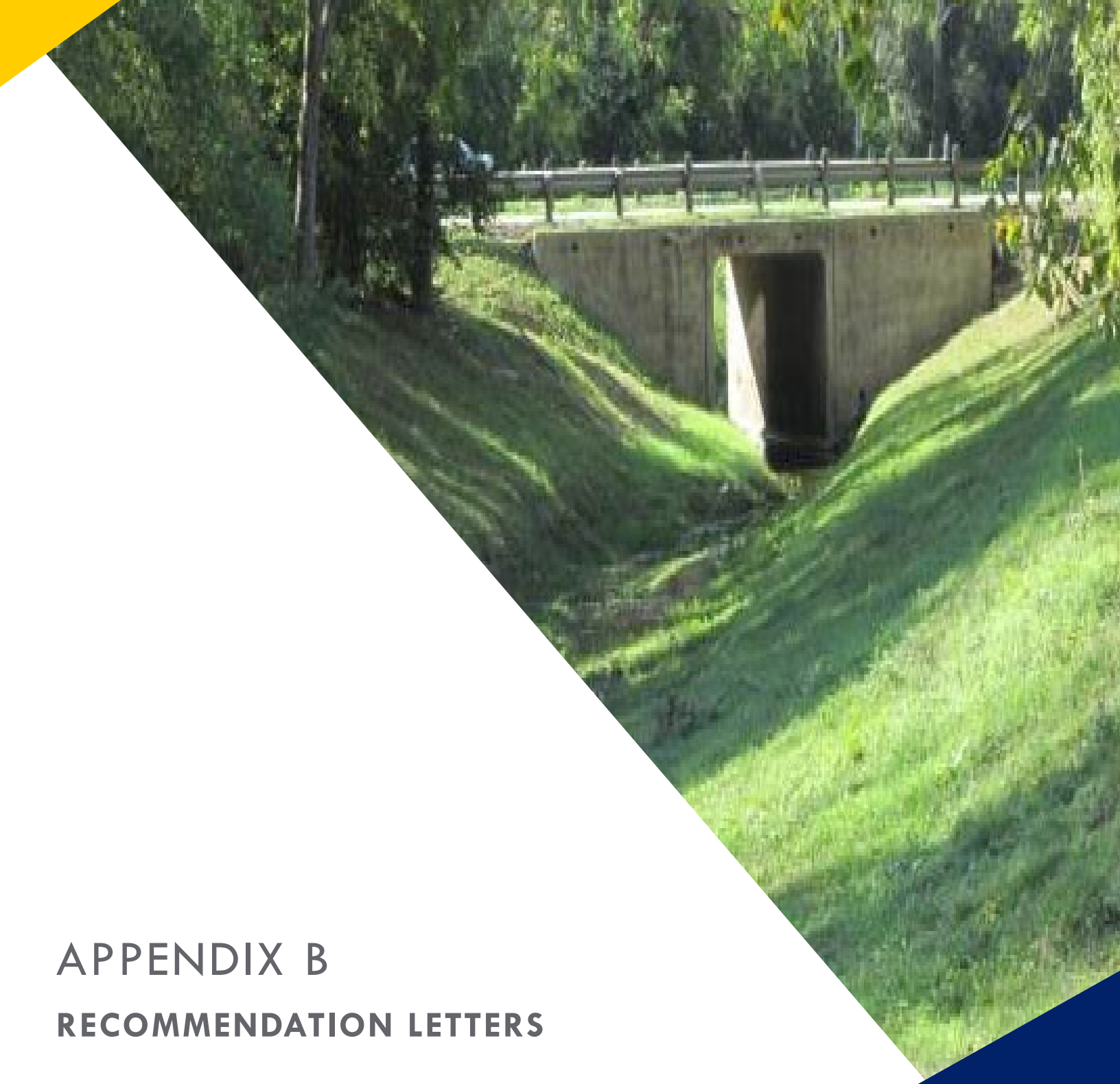
Donna - Rio Bravo International Bridge, City of Donna and TxDOT Pharr District, Texas. Served as a member of the Design Team for South Bound and North Bound Empty and Loaded Commercial Traffic. (Length: 0.4 miles). Assisted the engineer in the production of a complete set of plans including traffic control plans, roadway design, drainage, quantities, and specs. Responsible for composing presentations and Daily Diary Logs regarding the project's progress, helping coordinate communication between Inspector, Engineer, CBP, and GSA.

Veterans International Bridge, Cameron County Regional Mobility Authority and TxDOT Pharr District, Texas. Member of the Design Team for a 0.14-mile project focused on North Bound Loaded Commercial Traffic, actively contributing to the development of comprehensive plans encompassing drainage, utility relocation, adjustments, quantities, and specifications. Demonstrated strong communication and presentation skills by composing informative presentations detailing the project's construction progress, which were delivered to the board of directors of CCRMA. Served as an inspector during the construction phase, diligently inspecting construction work to guarantee compliance with established building standards and project specifications. Documented inspection findings and promptly reported any issues to the project engineer, fostering transparency and addressing project challenges proactively. Maintained meticulous records of the project's daily activities by composing and updating Daily Diary Logs, enhancing transparency and documentation of construction progress. Played a key role in supporting the recordkeeper in assembling pay applications, verifying certified payrolls, and producing necessary documentation in alignment with TxDOT's requirements.

Mission-Madero-Reynosa International Bridge Crossing Preliminary Feasibility Study. Assisted the engineer in a feasibility study to determine if the proposed Bridge will be Feasible or determine in what year will be Feasible. A preliminary Financial Analysis, Environmental and construction estimate including land acquisition based on a preferred alignment and preliminary Site Plan. After analyzing different scenarios, it was determined that the proposed Bridge will be Feasible in the next 15 years. This study was done only for the USA side.

Anzalduas International Bridge, City of McAllen and TxDOT Pharr District, Texas. Member of the Design Team for a 1.20-mile project focused on North Bound and South Bound Loaded Commercial traffic, actively assisting in the development of comprehensive plans encompassing drainage, quantities, and specifications. Played a pivotal role in the project's bid process, involving the preparation of proposals, bid documents, and presentations, facilitating the project's successful procurement. Cataloged and provided essential support to the engineer in managing Requests for Information (RFI) and Submittals between the contractor and owner, ensuring effective communication and documentation. Served as an inspector during the construction phase, diligently inspecting construction work to guarantee compliance with established building standards and project specifications. Documented inspection findings and promptly reported any issues to the project engineer, fostering transparency and addressing project challenges proactively.

West Boulevard from Alton Gloor Blvd (FM 3248) to Ruben M. Torres Blvd (FM 802), Cameron County and TxDOT Pharr District, Texas. Member of the Design Team for a 1.87-mile project involving the construction of a four-lane divided roadway, contributing to the overall project vision and execution. Collaborated closely with the engineer, actively participating in the design phase, and facilitating the production of comprehensive plans encompassing drainage, utility relocation, adjustments, quantities, and specifications. Demonstrated proficiency in project planning and design, ensuring alignment with project objectives and regulatory standards to deliver a successful roadway project.



APPENDIX B

RECOMMENDATION LETTERS

DECEMBER 12, 2023

RRP
YOUR RELIABLE PARTNER

ANZALDUAS
INTERNATIONAL BRIDGE
MCALLEN MISSION HIDALGO GRANJENO

November 1, 2023

To Whom It May Concern:

I would like to commend R.R.P. Consulting Engineers, L.L.C. (RRP) for their hard work and daily dedication to the Anzalduas Port of Entry in McAllen, Texas. Currently the Anzalduas Port of Entry is under construction for the Full Commercialization of Inbound and Outbound commercial traffic.

RRP was responsible for the design, development and preparation of plans, specifications, and estimates (PS&E). The construction plans included all the details and specifications necessary for full project development. The RRP is on-board as well for the Construction Engineering and Inspection (CEI) for the project.

It is a pleasure to work with true engineering professionals like the team from RRP. If you need any other information, please contact me for further assistance.

Sincerely,

Juan Olaguibel
City of McAllen
Superintendent of Bridges
McAllen-Hidalgo International Bridge
Anzalduas Bridge
(956) 681-1820

SOFIA C. BENAVIDES
CAMERON COUNTY COMMISSIONER
PRECINCT 1

CAMERON COUNTY COURTHOUSE
1100 EAST MONROE STREET
BROWNSVILLE, TEXAS 78520

PHONE: (956) 574-8167
FAX: (956) 544-0820
E-MAIL: **sofia.benavides@co.cameron.tx.us**

November 1, 2023

To Whom It May Concern:

I wanted to write and express our sincere appreciation for the hard work and dedication that R.R.P. Consulting Engineers, L.L.C. (RRP) is putting forth on the Veterans International Bridge expansion project currently under construction.

RRP's coordination efforts and experience related to international bridge expansions was very important. They also presented our project at several of the Bi-National Border Bridges and Crossings meetings.

RRP's hard work and dedication is greatly appreciated and speaks to the professionalism of their organization. It has been a pleasure to work with the very capable and experienced team that RRP provided on this project.

Sincerely,

Sofia C Benavides

Sofia Benavides
Commissioner Pct. 1

City of Donna
The Heart of the Valley

November 1, 2023

To Whom It May Concern:

I would like to commend R.R.P. Consulting Engineers, L.L.C. (RRP) for their exemplary performance on the Donna-Rio Bravo Bridge. The project design was completed with the utmost focus and dedication and on schedule.

RRP was tasked with the design, development and preparation of plans, specifications, and estimates (PS&E). The plans submitted by their firm included grading, paving, drainage, signing, pavement markings, delineation, sequence of construction, traffic control plans including detours and road closures, structure details and bridge layouts as well as details necessary for construction.

If you need any other information, please contact me for further assistance.

Sincerely,

Carlos Yerena
City Manager

REQUEST FOR QUALIFICATIONS PROJECT MANAGEMENT SERVICES 2024-1

December 12, 2023 at 3:00 P.M. CST

Prepared For :

CITY OF EDINBURG

Prepared By :

SAMES, INC.

956-702-8880
200 S 10TH STREET STE 1500
MCALLEN, TX 78577
WWW.SAMENGINEERING-SURVEYING.COM

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Non-Conclusion Affidavit Form

Certificate of Interested Parties (acknowledgment thru web portal)

December 12, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: **Request for Qualifications No. 2024-1 for Project Management Services**

Greetings Mr. Hinojosa,

SAMES, Inc. ("SAMES") is extremely pleased, interested and committed to providing the City of Edinburg ("City") with professional **Project Management Services** performed in accordance with contract documents and local, state, and federal regulations. Samuel D. Maldonado, firm Principal and State Licensed Professional Engineer, will be the Principal in Charge and primary point of contact for the City.

Samuel D. Maldonado, P.E., R.P.L.S.
200 S. 10th Street, Suite 1500, McAllen, TX 78501
O: 956.702.8880 F: 956.702.8883 M: 956.207.7130
sam@samengineering-surveying.com

Please find included in this response our firm's qualifications to provide exceptional project management services including our team's project management experience, project references and team resumes. SAMES has built a team of professionals with a firm foundation in civil engineering, design, project management and various support disciplines. We have successfully completed numerous local, state and/or federally funded projects within the South Texas region and for the City of Edinburg. SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We meet all local, county and state licensing and insurance requirements.

Upon review of RFQ's scope of services, we are confident and committed in our ability to perform this work in a professional, timely and cost-effective manner. SAMES has reviewed addendum #1 issued on November 30, 2023 and has taken it into consideration.

Regardless of scope or size you have my personal commitment that your projects will be staffed with experienced professionals and that no effort will be spared to ensure the City of Edinburg receives a quality end-product on time and within budget. I, Samuel D. Maldonado, am duly authorized to contractually bind the firm. Should you have any questions or wish to discuss our qualifications in further detail, please contact me at my mobile, (956) 207-7130. Thank you for your time and consideration of our Statement of Qualifications.

Respectfully Submitted,

Samuel D. Maldonado, PE, RPLS
Principal

Section I: Overall Qualifications of Team

FIRM HISTORY AND QUALIFICATIONS

SAMES, Inc. ("SAMES") is a minority owned company established in 2008 by Samuel and Saul Maldonado, two brothers with a vision to develop a legacy of leadership succession serving communities world-wide. Our Corporate Mission is "To empower leadership that promotes excellence through teamwork, accountability and integrity while providing quality professional engineering, construction and surveying services." Although originally established as a professional engineering and surveying firm, to better serve our clients, SAMES expanded in 2010 and started providing general construction and **project management services**. In 2013 SAMES opted to expand once more and added federal government contracting as another strategy for business growth. Today, SAMES proudly serves local, municipal, state, federal, and private/commercial clients from any one of our four (4) office locations: McAllen, Tx; Harlingen, TX; Santa Fe, NM; Los Alamos, NM. Project management services will be provided to the City of Edinburg from our McAllen location.

SAMES is registered and in good standing with the Texas Board of Professional Engineers and Land Surveyors. We are a certified **Disadvantaged Business Enterprise (DBE)** and a **State of Texas Historically Underutilized Business (HUB)** with federal certifications from the U.S. Small Business Administration's **HUBZone** program.

Principal Owners:	**Office Locations:**	**General Information:**
Samuel D. Maldonado **Principal & CEO** Mobile: (956) 207-7130 sam@samengineering-surveying.com **Saul D. Maldonado** **Principal & President** Mobile: (956) 451-5826 saul@samengineering-surveying.com Firm Established: 2008	The Chase Tower 200 S 10th St, Suite 1500 McAllen, TX 78501 222 E. Van Buren Ave, Suite 306 Harlingen, TX 78550 1596 Pacheco St, Suite 203 Santa Fe, NM 87505 1247 Central Ave, Suite 220 Los Alamos, NM 87544	• Type of Organization: S-Corp. • Engineering Registration No.: F-10602 • Surveying Registration No.: 10141600 • Texas HUB No. 59680 • TxDOT DBE No. VN 23559 • TxDOT Small Business Enterprise • Federal HUBZone No. 54823 • UEI No. DP31KANLHAT1 • Cage Code: 66n60 • TIN: 26-2941288

Uniqueness to Best Perform

The City of Edinburg has undertaken unique and challenging projects in the past, some of which were managed by SAMES professionals. SAMES understands the complexity and importance of projects the City of Edinburg may undertake this coming year. Moreover, we are familiar with the unique requirement of managing and executing large-scale projects and various types of public improvements. SAMES understands these projects are the cities' bottom line. We also understand that effective engineering and management services encompass planning, directing, coordinating, and control of the various engineering support and project disciplines to accomplish project goals. Furthermore, our professionals have experience working with multiple entities, local, county, state, and federal agencies, which has provided them with an in-depth knowledge of various government regulations and policies.

SAMES has provided services for State and Federally funded programs such as:

- Texas Department of Transportation
- Texas Water Development Board
- Texas Department of Rural Affairs (formerly ORCA)
- Hidalgo County Urban County Program
- North American Development Bank
- US Department of Housing and Urban Development, Community Development Block Grant
- US Department of Commerce, Economic Development Administration

The City of Edinburg's efforts to identify qualified firms to provide comprehensive project management services will establish a sustainable mechanism to access needed professional resources both promptly and efficiently. The awarded contract will be staffed by management and technical leaders with extensive experience in the successful performance of project management services. We have developed the skills to collaborate effectively with multiple entities to deliver quality and well-managed projects in accordance with agency standards.

PROJECT MANAGEMENT EXPERIENCE

SAMES proposes to provide solutions that are sensitive to the needs of the project. As Project Managers for the City of Edinburg ("COE"), with a firm foundation in heavy and civil engineering, SAMES will be proficient in providing the city with the following work elements as they relate to project management services:

Project Management and Project Inspection	
• *Contract Review and Negotiation*	• *Project CPM Scheduling*
• *Change Order Analysis*	• *Productivity Analysis*
• *Project Design Reviews*	• *Dispute Avoidance and Resolution*
• *Staff Augmentation*	• *Project Control Systems*
• *Cost Estimate Evaluations*	• *Inspections and Quality Assurance*

Project Management Plan

SAMES has devised a "draft" Project Management Plan which establishes the roles and responsibilities of the project management team. Key personnel roles are Project Managers, Construction Manager, Construction Inspector and Field Inspectors.

Project Manager

Specific Duties of the Project Manager during project include:

- Monitor the project for compliance to program schedule, technical, quality and contract/facility interface requirements and COE regulatory, legal, and procedural requirements.
- Provide specialized support to the assistant project managers as required. Such support may include additional staffing, specialized equipment, or outside contract services.
- Review requests for funding to support project initiatives.

Assistant Project Manager

The Assistant Project Manager are intended to be the front-line managers of the project contractor, dealing with the issues addressed by the contract documents, and presenting to the Project Manager only those

issues which require additional input beyond what is included in the contract documents. Specific duties of the Assistant Project Manager include:

- Manage the scope, quality, schedule, cost and payment certifications for the project and post-project phases of the project.
- Provide project contract administration to enforce contract requirements. This includes on-site visits and the monitoring of submittals, field reports, and test reports.
- Coordinate and monitor input, deadlines, and review comments on Project Contractor's submittals between Design Engineers and Project Contractors, as appropriate. Provide reminders when there are delays to timely responses on submittals to Contractor and proper logging and tracking of all submittals.
- Manage document control system by ensuring proper filing of project phase documents and maintain such files.
- Function as the primary contact with representatives of the engineer, contractor, materials testing firm, and the internal team members.
- Arrange and conduct all project meetings; ensure meeting minutes are properly prepared and issued.
- Routinely review (audit) correspondence between Field Inspectors and Project Contractors for appropriateness.
- Review and sign all correspondence related to quality, schedule, or administrative disputes with contractors.
- Liaison with Program Manager, Design Engineers, and Project Contractors regarding issues of design, constructability, drawings, or specifications.
- Upon request from COE, negotiate on their behalf for contract changes with Project Contractor to develop a proposed Change Order to COE with recommendations. COE and the Project Contractor must understand that the Project Manager's negotiation is in good faith but is non-binding and that after the proposal and recommendation, COE is free to continue negotiation directly with the Project Contractor. The Assistant Project Manager will monitor and follow up with COE to encourage timely responses to change issues and change order development, and persistently insist on proper supporting documentation from the Project Contractor.
- Monitor and document quantities on changes agreed to be paid on time and material basis if applicable.
- Routinely review (audit) all daily and weekly inspection reports to ensure appropriateness.
- Prepare monthly progress report to COE by consolidating individual input from the Project Contractor, Resident Engineer and Inspectors reflecting the status of the project contract. Present progress brief to project team and COE management, as requested.
- Review and recommend approval of contractor progress payment applications. Ensure receipt of proper progress and payment documentation. Monitor and follow up to encourage COE timely processing of payments.
- Ensure on-going communication with the Program Manager
- Review the project schedule and provide comments to the Project Manager, Program Managers, Design Engineers, and Project Contractor, as appropriate; monitor and document project progress; instruct responsible parties to initiate remedial actions, as required; and instruct submittal(s) by contractor of updated and/or recovery schedules as changes occur to ensure schedule remains in compliance with the overall project goals.
- Analyze change orders for schedule impacts.
- Monitor Project Contractor's compliance with environmental requirements and coordinate contractor activities related to environmental and safety personnel.

- Conduct final inspection and with Owner input establish final Project Contract punch list.
- Verify completion of all punch list components prior to recommending final payment.
- Ensure receipt of proper final payment documentation, final approved operations, and maintenance (O&M) manuals, and as-built drawings reviewed approved by the inspector and consulting engineer.
- Coordinate all project contract closeout procedures, including preparation of final record drawings by Design Engineer.
- Coordinate notifications and responses to warranty issues.
- Coordinate anniversary inspection prior to warranty expiration(s).

Field Inspectors

Field inspector duties are described below:

- Observe the work in progress for conformance with project documents.
- Accept rebar, formwork, and embedment for concrete pours and observe concrete site testing, placement, compaction, finishing and curing, and pipe installation and testing.
- Accept subgrade stabilization, base compaction and HMAC placement.
- Prepare daily reports and maintain an inspection diary.
- Maintain contract documentation filing system.
- Take project progress photos.
- Witness field tests.
- Respond to RFI's that involve site operations or where the contract documents are clear on the intent. If not covered in contract documents, then discuss with Project Manager for response or liaison with design team to address.
- Coordinate materials testing field services through the materials testing firm and advise the Assistant Project Manager when testing is completed.
- Coordinate initial survey meeting on site to ensure proper turnover of engineer's survey data to Project Contractor and advise the Assistant Project Manager as surveying occurs.
- Advise the Assistant Project Manager when the Design Engineer is required to witness special field tests.
- Maintain mark-up of drawings to reflect as-built conditions and review contractor's red-lined and as-built drawings. Review contractor's final, red-lined drawings and ensure proper submittal of these documents to Consulting Design Engineer for development of record drawings.
- Review field progress against approved schedule and document/report variations.
- Review progress payment applications with Project Contractor and make recommendations on percentage complete for pay items to the Assistant Project Manager.

Relevant Project Experience

SAMES will offer the City of Edinburg access to a wealth of resources, qualified staff, and technical experts in the local geographical area to complete the respective assignments and other logistical tasks required for the City's projects. Our team's capability, experience and qualifications are exemplified by the quality results of similar projects managed and most recently completed.

The following projects demonstrate SAMES **Project Administration and Management Experience** with Federal, State, and/or County Government projects.

Hidalgo County Street Improvement Project – WA #1 Roadway & Bridge Inventory and Assessment Study and Reports

Contract Date: September 2021 – September 2022

Client:
Hidalgo County
Roy Quintanilla, CPM – Hidalgo County Executive office
505 S. McColl Rd, Suite J, Edinburg, TX 78539
(956) 292-7655

Contract Value: $1.7 Million

The Hidalgo County Street Inventory project is a locally funded project that involved the assessment of approximately 2,000 miles of county roads. The purpose of the project was to determine the current state of the County's public infrastructure and to centralize an easily accessible database to allocate public resources in a more efficient way thereby benefitting everyone, from taxpayers to government officials. SAMES gathered raw data from the county roads which was then input into various databases and asset management software. SAMES then processed the data to prepare graphs, tables, charts, and Geographic Information System (GIS) files and maps. The data collected on these roads included Road Name, Beginning and Ending Points, Mileage, Width, Apparent Right-of-Way, Road Type (urban, rural), Surface Type (asphalt, caliche, concrete, gravel, soil), Street Signages, Street Lighting, Culverts, Inlets, and Road Defects (Traverse & Longitudinal cracks, Corrugation, Raveling, Rutting, Shoving, Edge Cracking, Potholes, Alligator Cracks, and Deficient Drainage). Such data was then geo-referenced which allowed each Precinct the ability to see the precise location of these elements and defects. In addition to roadway assessments, SAMES is also performing quality control inspections on new subdivisions approved within the contract time frame for the Street Inventory Project. Once these subdivisions are constructed (and prior to any warranty expiration date) SAMES will perform the same assessment as with the county roads. Should any defects or deficiencies be found, SAMES will notify the respective Precinct so they can address the issue with the contractor of record and have them correct the deficiency before the warranty period expires.

Professional Engineering Services for Inspections, Material Testing and Project Management for the Mile 6 W. Road Project (Mile 9 to Mile 11), Weslaco, Texas

Contract Date: April 2020 – November 2022

Client:
Hidalgo County Precinct No. 1
Jorge Pena – Deputy Chief
1902 Joe Stephens Avenue #101, Weslaco, TX 78596
(956) 968-8733

Contract Value: $12.3 Million

The Hidalgo County Mile 6 W Project (From Mile 9 to Mile 11) involved the construction of approximately 2 miles of a 5-lane roadway project that widened the street cross section. The project involved widening of an existing 2-lane roadway, storm drainage improvements, utility relocations, sidewalks, signalization,

and striping. Construction of this project addressed much needed traffic relief for the area of north Weslaco in Hidalgo County Precinct 1.

Project Scope and Overall Sequencing:

- The site was first cleared of obstacles before construction, such as trees, buildings, power poles, and other utilities. This involved close coordination with all entities within the right-of-way to avoid utility related delays to the contractor.
- Traffic control was then established to facilitate the contractor during project phasing, as specified in the plans.
- The next step involved excavating down to the subgrade. The contractor treated the subgrade and compacted, followed by the flexible base layer. This composed the foundation of the road.
- Once the foundation was set, asphalt was laid establishing the smooth wearing course of the road.
- Another key aspect of the project was the installation of storm drainage, which included underground reinforced concrete pipe, inlet structures, and outfalls. These provided much needed drainage relief to the area.
- The project also included the installation of two canal crossings for an irrigation district, siphoned by a 96" and a 110" centrifugally cast fiberglass pipe.
- Finally, safety features such as road signs, guardrails, and lighting were installed to ensure the road is safe for drivers and pedestrians.
- Construction of most of the improvements occurred within city streets and involved deep excavations that occasionally disrupted the community and its existing infrastructure. Strict coordination within the various phases of construction and amongst all the agencies involved with the project was required from the onset to minimize the impact to the residents and interested stakeholders.

CEI Scope of work:

Hidalgo County Precinct-1 selected SAMES Inc. as the project owner representative, providing Construction Engineering Inspection services on the Mile 6 W Project. Our scope of work included:

- Quality Assurance: we provided quality assurance to guarantee that the project met or exceeded contract specifications. We reviewed and approved all material submittals, conducted construction inspections, and oversaw all construction material testing. We also reviewed all Contractor payment applications and ensured that all billed items were performed as specified.
- Compliance and Documentation: SAMES maintained daily records of construction activities, ensured DBE compliance, reviewed certified payroll, and assisted the project owner to substantiate all funding and regulatory compliance.
- Communication: We believe that clear and consistent communication is crucial to the success of any project. SAMES maintained clear communication with the project owner regarding potential change orders, contractor requests for information, and budget status. SAMES coordinated weekly field meetings with the project owner to keep key members informed on all operational and administrative items. Furthermore, SAMES ensured a constant line of communication between the project owner and TxDOT Project Manager to ensure state-side reporting accuracy and compliance.
- Reporting: Our team produced daily Raken progress reports to monitor the progress of the construction work. These reports included constituent complaints and their resolutions, status of the work performed on that day, quantities installed, any safety or construction related issues and their resolutions. Additionally, weekly and monthly reports were provided to the project owner

providing a summary of all daily operations, a percentage of construction progress, and other budget, schedule, and scope updates.

The Heights on Wisconsin Subdivision, Edinburg, Texas

Contract Date: April 2022 – October 2023

Client:
Carranza Development
Julio Carranza - Owner
(956) 207-0987

Contract Value: $1.9 Million

The project consists of an 18.08-acre tract of land to be subdivided into approximately 82 Single-Family Residential lots. The project, located in Edinburg, Texas, represents Phase III of such development and follows the City of Edinburg Planning & Zoning standards. For this project, SAMES provides Surveying & Engineering services that include completion of survey topography of property, preparation of Final Subdivision Plat, Utility Layout and Drainage layout as per City requirements, Coordination with utility agencies to obtain certifications/plat approvals, and completion and submission of Drainage Report to Hidalgo County Drainage District No. 1 for approval. In addition, the SAMES CEI Department provides pay application review and quantity verification for all contractor progress payments. CEI performs onsite inspections to confirm the installed quantities reported by the contractor, then prepares a complete report for the owner and the lender which includes material quantities, items installed, volume of work performed, and payment recommendations to facilitate the pay application process.

Design of wastewater lift station in accordance with TCEQ and City of Edinburg standards and requirements. This lift station is to service 63-acres of existing and future residential developments. The design consists of pump/motor selection, sizing of wet well, establishing pump control parameters, lift station site layout, design of discharge force main, and project engineering details. SAMES also coordinated with AEP and electrical design engineer to provide electrical service to the site. Review of contractor submittals to ensure adherence to project plans and technical specifications.

Hidalgo County Housing Authority – Hacienda de San Miguel

Contract Date: January 2021 – March 2022

Client:
Housing Authority of the County of Hidalgo
Mike Lopez, Executive Director
1800 N. Texas Blvd., Weslaco, TX 78599
(956) 969-5866

Contract Value: $14 Million

SAMES was subcontracted by Mata-Garcia Architects to provide surveying services, land development, civil engineering and geotechnical services for the design and project of a new subdivision and apartment complex for the Housing Authority of Hidalgo County. The development process included preparation of a subdivision plat including submittal of the application of subdivision plat and utility and drainage plans for approval through the City of Donna. During the civil design process, it was discovered that existing sewer facilities around the area were too far and lacked enough depth to be extended to the project site. As a result, SAMES proposed a submersible wet-well lift station to provide the development with sanitary sewer service. SAMES' project engineer determined all aspects of the lift station, from logistical items to operational tasks. He determined the location, design peak flow, load requirement on pumps and motors as well as identifying power sources, approved controls, designed wet-well capacity and discharge conduits. Operational costs, space requirements, effectiveness of system, maintenance required, and environmental impact were all considered throughout the design. The design was prepared in accordance with TCEQ Standards and Hydraulic Institute Standards. Once design was completed and drawings were approved for project, SAMES provided project management and inspection services to ensure the work was completed as specified.

TxGLO 2015 Floods Grant – Alamo and Edinburg Area Stormwater Relief

Contract Date: May 2018 – October 2020

Client:
Hidalgo County Urban County Program (UCP)
P.R. Avila, Assistant Director
1916 Tesoro Blvd.
Pharr, TX 78577
(956) 787-8127

Contract Value: $2.5 Million

This project included design and installation of a storm sewer system capable of alleviating the impact of major storm events in the designated project area. The project area consists of 13 recorded subdivisions prone to flooding: San Marcos Acres, San Marcos Acres No. 3, Alamo Estates, Alamo Estates No. 2, Herencia Manor Subdivision, North Alamo Terrace Subdivision, Kaylen Heights, Chris Estates, Alberta Meadows, Alberta Meadows Unit No. 2, Hopewell Gardens, Dan Burn Estates and Trenton Oaks. The new storm sewer collection system included drainage swales, roadside ditches, inlets, and pipe networks that will ultimately outfall at existing and proposed drainage ditches owned by Hidalgo County Drainage District #1. Additionally, road re-project was required to drain subdivisions. These key infrastructure improvements should minimize the extent of flooding in the project area by ensuring positive drainage. This project also included subsidiary work required for the improvements, including temporary erosion control devices and traffic control for the duration of the project. SAMES provided project planning, surveying, civil engineering design, preparation of bidding documents, bidding and award phase services, and basic services during project.

Pantex Roads Refurbishment Project

Contract Date: 2019

Client:
U.S. Department of Energy

SAMES was subcontracted by CNS, LLC. the maintenance and operations contractor at Pantex Plant for them to provide roadway and parking lot repairs at select locations throughout the plant. The goal was to provide a complete, integrated, and functional installation constructed in accordance with the statement of work, and all contract and design documents. The scope of work included heavy duty and light duty asphalt and concrete pavement repair, base or overlay asphalt repair and resurface, mill, and fill pavement repair. SAMES was responsible for coordinating and managing all project trades necessary for the fulfillment of the work. This included subcontract administration, scheduling, invoicing, and payment. SAMES provided key supervisory personnel in the form of project managers, quality control managers, on-site coordinators, superintendents and OSHA competent site safety health officers or safety coordinators. SAMES was always onsite during project coordinating various subcontractor crews while ensuring the work was performed in accordance with all contract documents and follows all applicable local, state, and federal laws. A key challenge and component to this project was the project timeline. Amarillo has a shorter paving season than we encounter in South Texas (no paving December – March); as such we were forced to complete 90% of the project between August and December. To accomplish this we organized, managed, and executed 2-daily crews (day and night).

Government Projects List

As a direct result of our firm's experience, qualifications, and the leadership of our firm principals, SAMES has completed numerous engineering contracts. The projects noted below are just a few of the local government contracts we have completed in the last two (2) years.

- *City of McAllen Trade Zone Stormwater Pump Station Upgrades*
- *Hidalgo County Precinct No. 3 Shary Road Expansion Project*
- *Hidalgo County Urban County Program (UCP) Professional Engineering Services for 2015 CDBG – Disaster Alamo and Edinburg Area Stormwater Relief Project*
- *Hidalgo County Housing Authority Hacienda de San Miguel – Surveying Services, Land Development, Civil Engineering, Geotechnical Services, and Project Management*
- *Hidalgo County Regional Mobility Authority (HCRMA) - Topographic Surveying and right-of-way map for FM 493 in Donna, Texas, which included approximately 105 parcel plats; Topographic Surveying of U.S. 281 SUE; Boundary Survey of SH 365 Toll Road SUE*
- *Hidalgo County Drainage District No. 1 BOND Drainage Projects – Design of Drainage Improvements*
- *Hidalgo County Pct. 1 - Construction Engineering Inspections for Mile 6 W Road Project*
- *City of McAllen BOND Drainage Utility Fee Projects – Assessment and Design of Drainage Improvements.*
- *City of Donna – Planning & Zoning Division Professional Design and Engineering Services for Hidalgo County Metropolitan Planning Organization – Transportation Alternatives (TA) Program Sidewalk and ADA Ramps*
- *Pharr Housing Authority – Capital needs assessment conducted in accordance with HUD CAN E Tool (physical evaluation, cost estimates for repairs/improvements, and final report*
- *Texas Gas Service – Blanket contract to provide on-call surveying and engineering support services throughout the Rio Grande Valley*
- *City of Harlingen Drainage Improvements for Storm Sewer Systems 204 and 252*

- *Weslaco EDC – Mid Valley International Industrial Park – Development, Surveying, Civil Design, Funding Compliance, Project Management*
- *City of San Juan Parks and Recreation Youth Center – Site Civil Design*
- *City of San Juan CDBG Street Improvements – Surveying, Design, Funding Compliance, and Project Management*
- *City of La Joya CDBG Street Improvements - Surveying, Design, Funding Compliance, and Project Management*
- *City of Escobares CDBG Street Improvements - Surveying, Design, Funding Compliance, and Project Management*
- *City of Roma Las Americas International Logistics Industrial Park – Development, Surveying, Civil Design, Funding Compliance, and Project Management*
- *City of Brownsville Dean Porter Park – Civil Engineering Design*
- *South Padre Island Metro Bus Shelters Project – Surveying, Civil Engineering Design, Construction Administration*

PERSONNEL AND STAFFING

SAMES has a total of 103 employees which includes licensed professional staff, state registered/certified technicians and highly trained support and administrative/management personnel that actively participate in our projects. SAMES professional staff includes:

- Five (5) State of Texas Licensed Engineers
- Two (2) State of Texas Registered Professional Land Surveyors
- One (1) Project Management Professional
- One (1) Certified Floodplain Manager
- Three (3) Engineers in Training
- Thirteen (13) Field/Graduate Engineers

The City of Edinburg will be facilitated by a solid team of professionals ready to fulfill the scope requirements for any project management project. SAMES will provide complete coverage of the project needs while our staffing plan will allow the firm to manage multiple concurrent projects without compromising quality and the attention to detail that encompasses SAMES's commitment to our clients. Assignments will be designated according to specific discipline and expertise – as each team member brings complementary strengths to the team and has unique experience that will be called upon during the project.

The SAMES project management team includes professionals with experience in project management and material testing standards and requirements. SAMES' experience in project management is further endorsed through an active General Services Administration (GSA) Federal Supply Schedule (FSS) contract for project management and inspections. The GSA FSS contract was awarded to SAMES in July 2017 and qualified us to provide the federal government with project management services and conduct project inspections on all projects.

SAMES has the proven capability to collaborate effectively and perform seamlessly on a wide array of Project Management projects. SAMES' principal-in-charge, Samuel D. Maldonado, will be the City's Primary Point of Contact and will work closely with Jessica M. Maldonado, VP of Professional Services, and the Project Management team to provide the City of Edinburg with the assurance of project compliance with

budget, schedules, and regulations. The proposed Project Management team is led by Project Manager Mario A. Garcia, PE.

The following are biographical summaries of the Project Team's key personnel followed by full resumes of the project management team and an organizational chart.

Samuel D. Maldonado, PE, RPLS, Principal in Charge is a Licensed Professional Engineer, a Registered Professional Land Surveyor, and experienced Project Manager with over 25 years of experience. Mr. Maldonado's experience includes project management and professional administrative service with respect to scheduling, cost analysis, budget management, and overall contract support on all projects. He manages the design and project of Capital Improvements Infrastructure Projects, Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems, and vertical project projects such as office buildings and facilities. Mr. Maldonado's management experience includes federal, state, county, city, and school district projects.

Jessica M. Maldonado, PE, PMP, CFM, Contract Administrator/Quality Control is a Licensed Professional Engineer, Certified Project Management Professional, and Certified Floodplain Manager with over 16 years of experience in municipal civil engineering, public works project and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has provided complete lead engineering encompassing civil design, site surveying, and project phase improvements to various projects in Hidalgo County. Much of Mrs. Maldonado's career has been associated with the design, contract administration and project management of disaster recovery roadways and storm sewer improvement projects. She is proficient in the preparation of documents required for government funded projects and has ensured funding compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the GLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. Mrs. Maldonado serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Mario A. Garcia, PE, Project Manager is a State of Texas Licensed Professional Engineer with 7 years of experience in Civil Engineering and Project Management. He has extensive experience in conducting feasibility studies and managing projects for multi-family and commercial developments for private and public clients. Mr. Garcia has provided project management and construction administration services for land and site development projects specifically focusing on platting, paving, drainage, and sanitary and water improvements. Additionally, he has managed the design and construction of multiple road improvement projects funded by the State's Community Development Block Grant program which has allowed him to develop a high level of proficiency in regard to state government funding.

Isael Posadas Jr., Assistant Project Manager is a Graduate Engineer with experience in Civil Engineering Design and Construction Management as well as Field Inspections. With a combined 5 years of experience of engineering and drafting, he has dealt with multiple local government entities to design and mange construction of subdivisions, utility improvement projects, and roadway improvements. His recent experience includes design and management of a $1.9 Million detention pond and various street improvement projects where he was lead designer. He has also worked on a variety of drainage improvement projects such as expanding existing ditches and managing their construction. He has designed and managed various subdivisions ranging from new Plats to Replats and worked on designing local parks.

Mr. Posadas' experience with development, design and construction management projects for local governments has provided him with knowledge of a wide range of design standards and regulations for a variety of project scenarios.

Luis Mendez, Assistant Project Manager is an Assistant Project Manager and Project Engineer with over 5 years of experience in computer aided drafting design, civil engineering design and project management. Mr. Mendez provides leadership and direction for the completion of project deliverables, ensuring the work is performed in accordance with the latest codes and regulations and as per applicable entity standards for the State of Texas. He oversees the training of new employees and coordinates and supervises all field and office work associated with surveying and engineering CAD documentation. Mr. Mendez performs Quality Control procedures to ensure work is drafted as required by the Statement of Work and also develops new site layouts for all civil requirements.

Luis B. Hernandez, EIT, Field Engineer/Inspector, is a certified Engineer-in-Training with experience in Civil Engineering Design and Land Development. His project experience includes road assessments, drainage design, utility design, utility coordination, Hydrology and Hydraulics modeling. His most recent projects in land development include residential and commercial/industrial improvements which have allowed him to become well versed in design standards and regulations at municipal and county levels.

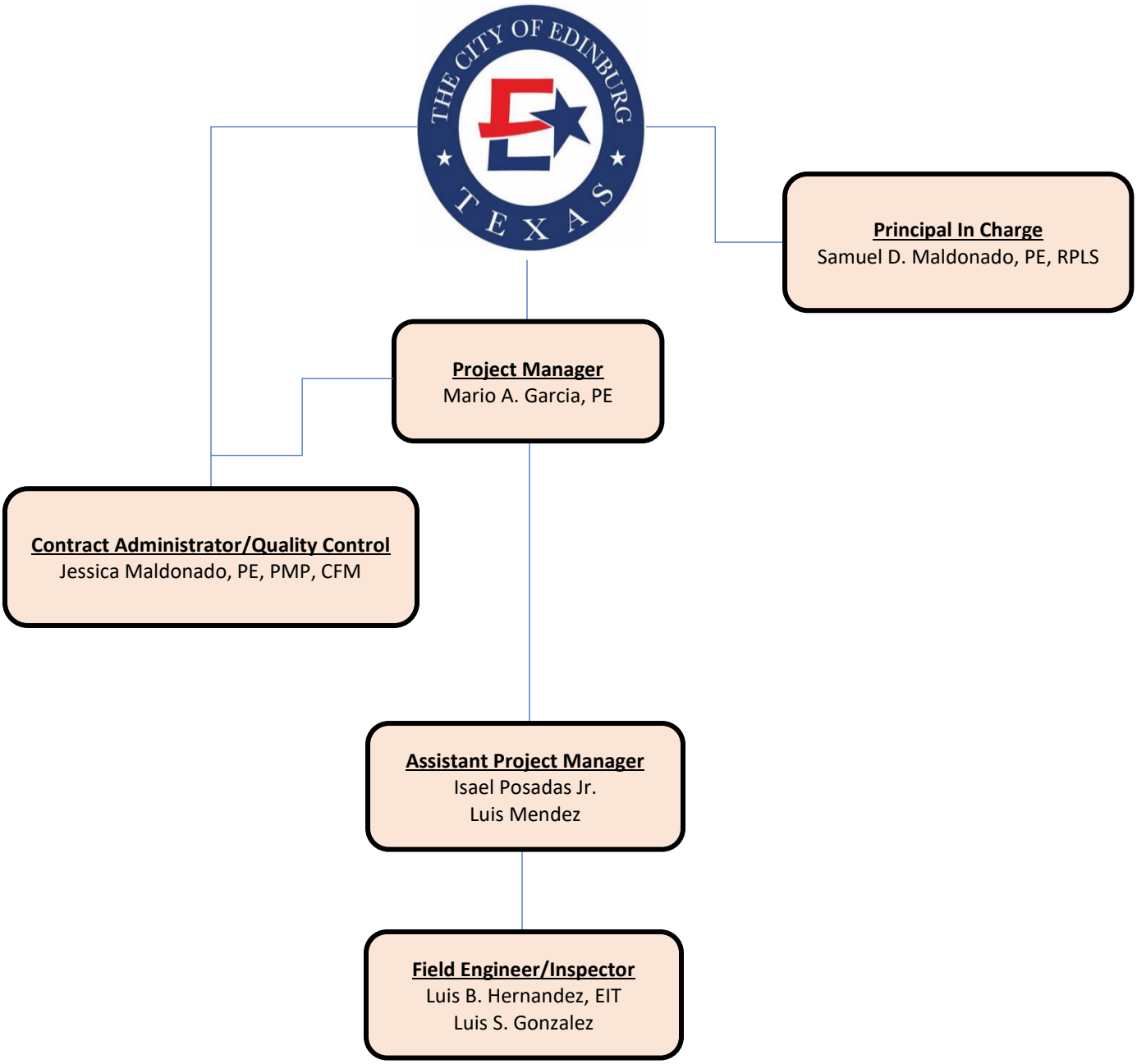
Luis S. Gonzalez, Field Engineer/Inspector, is an experienced graduate Civil Engineer. His current experience includes field operations, construction inspections, engineering drafting design, operation of Geographic Information Systems (GIS) and Construction Administration/ Construction Engineering Inspection. Current and previous projects he has worked on consist of Subdivision Design and inspection of commercial land development.

Resumes

Full resumes for the following individuals can be found in the Appendix section of this Statement of Qualifications.

- Mr. Samuel D. Maldonado, PE, RPLS, Principal in Charge
- Mrs. Jessica Maldonado, PE, PMP, CFM, Contract Administrator/Quality Control
- Mr. Mario A. Garcia, PE, Project Manager
- Mr. Isael Posadas Jr., Assistant Project Manager
- Mr. Luis Mendez, Assistant Project Manager
- Mr. Luis B. Hernandez, EIT, Field Engineer/Inspector
- Mr. Luis S. Gonzalez, Field Engineer/Inspector

Organizational Chart



PROFESSIONAL ENGINEERING LICENSES AND CERTIFICATES

Texas Board of Professional
Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

Sam Engineering and Surveying, Inc.
SAMES

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-10602

Expiration Date
7/31/2024

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **91889**
Status: **ACTIVE**
Expires: **3/31/2024**

SAMUEL DAVID MALDONADO
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **111579**
Status: **ACTIVE**
Expires: **3/31/2024**

JESSICA MARIE MALDONADO
Texas Licensed Professional Engineer

Signature

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: **137503**
Status: **ACTIVE**
Expires: **12/31/2023**

MARIO ALBERTO GARCIA
Texas Licensed Professional Engineer

Signature

Section II: Previous Experience with the City

CITY OF EDINBURG PROJECTS

City of Edinburg Projects	Project Description	Project Manager	Year Completed	City POC
Schunior Road Detention Pond Project	Topographic surveying, hydraulics and hydrology analysis, design, and preparation of plans, specifications and estimates.	Jessica Maldonado	2023	Mardoqueo Hinojosa, City Engineer
8th Street & McIntyre Intersection Improvements	Design of Street & Drainage Improvements	Sam Maldonado	January 2009	Daniel Tijerina, Former Public Works Director
Chapin Road Sanitary Sewer Line Improvements	Design of 24" Sanitary Sewer line	Jessica Maldonado	February 2016	Tomas Reyna, Assistant Director of Public Works
University Drive Bus Stop & Shelter Improvements	Surveying, design and construction management of Civil Improvements, including site infrastructure	Jessica Maldonado	December 2016	Tomas Reyna, Assistant Director of Public Works
WWTP Clarifier Rehabilitation Project	Design & Bid Procurement of WWTP Improvements	Saul Maldonado	June 2018	Arturo Martinez, Director of Utilities
Municipal Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Apollo Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Memorial Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Fountain Park	Topographic Surveying Services	Sam Maldonado	2019	Luis Rodriguez, Parks Operation Manager
Municipal Park Splash Pad	Topographic Surveying Services	Sam Maldonado	2019	Mardoqueo Hinojosa, City Engineer
Dr. Diaz Park Splash Pad	Topographic Surveying Services	Sam Maldonado	2019	Mardoqueo Hinojosa, City Engineer
Edinburg School District (ECISD) Projects	**Project Description**	**Project Manager**	**Year Completed**	**ECISD POC**
Cano/Gonzalez Elementary School Gymnasium Addition and Renovation Project	Architectural design services: 4,600 SF existing gym renovation and 1,500 SF of gym addition	Luz Maria Ibarra	In Progress	Heralio Perez, Jr., Project Manager
Travis Elementary School Gymnasium Addition and Renovation Project	Architectural design services: 4,600 SF of existing gym renovation,	Luz Maria Ibarra	In Progress	Heralio Perez, Jr., Project Manager

	1,500 SF of gym addition, and 1,000 SF of gym stage			
Norma Linda Trevino Elementary Site Imp.	Surveying & Design of site improvements	Nadia Lopez	2021	Robert Estrada, AIA
BL Garza Middle School New Visitors Parking and Pavement Reconstruction	Surveying, Design & Construction for a new visitors parking lot and reconstruction of existing pavement.	Jessica Maldonado	2019	Robert Estrada, AIA
New Edinburg High School Off-Site Improvements	Design & Construction of waterline, lift station, paving & drainage improvements	Sam Maldonado	2004	Robert Estrada, AIA
New Edinburg High School On-Site Improvements	Design & Construction of parking lot, driveways and onsite detention & grading improvements	Sam Maldonado	2004	Robert Estrada, AIA
Off-Site Improvements for Anne McGee Elementary	Design & Construction of waterline, paving & drainage improvements	Sam Maldonado	2005	Robert Estrada, AIA
On-Site Improvements for Anne McGee Elementary	Design & Construction of parking lot, driveways and onsite detention improvements	Sam Maldonado	2005	Robert Estrada, AIA
Elementary Parking Lot Improvements - Various Campuses	Design & Construction of parking lot improvements w/ improved drainage systems	Sam Maldonado	2007	Robert Estrada, AIA
Bus Barn - Maintenance Campus	Design & Construction of parking lot improvements including drainage & detention w/ installation of a permanent outfall	Sam Maldonado	2007	Robert Estrada, AIA
Economedes High School Parking Lot Improvements	Redesign of parking lot facilities w/ improved site grading for positive storm runoff to existing drainage system	Jessica Maldonado	August 2012	Robert Estrada, AIA

Section III: Ability to Meet Schedules and Deadlines

Project Approach

SAMES approaches every project with a team philosophy and the full commitment of our professional staff to ensure the complete satisfaction of our clients. We first listen to our client's needs and then match them with budgetary constraints and Board direction to ensure project goals and timelines are met. Due to the nature of this contract and the SAMES' experience with project management and quality control, specifically for local governments, we are confident in our ability to oversee, manage and delivery a highly successful and well-constructed project to the City of Edinburg.

SAMES' project approach as an *overall management policy* is to embed and fully immerse our staff within our projects. This will allow us to fill the "Owner Representative" role and carry out respective responsibilities from a project owner's perspective. Additionally, through experience, we have developed a systematic approach for every project that will help to ensure each budget and schedule milestone is

met, while quality control is maintained through all phases of the projects. Ultimately this will provide a streamlined management system that will allow us to maximize funding allotted to the City's projects and meet their needs.

Scheduling

The priority objective for the success of each project is for the management team to provide clear leadership and direction to the team personnel to ensure achievement of the project's scheduled milestones with safe, quality production. Execution of most projects is schedule driven and cost effective, and the SAMES team is committed to executing City of Edinburg projects with this objective as key priority. SAMES will ensure a project schedule is developed that includes key project milestones, and detailed tasks sufficient to monitor project progress, and to identify potential delays and discrepancies where a "work around plan" may be required.

Managing Contracted Work

SAMES' experience in working at various federal facilities overseeing numerous contractors has allowed us to develop an internal system for the management of quality work. Our program manager and project manager are responsible for overall progress. They ensure an open line of communication and coordinate between the owner, design team and the contractor.

Before construction begins, a preconstruction meeting is held to discuss budget and schedules milestones, progress reporting, invoicing, and relevant logistical details. Care is given to ensure that all contractors are aware of any site-specific safety and environmental requirements along with contractual requirements of the project. SAMES will ensure the contractor is fully prepared to commence construction in line with the established progress schedule.

SAMES' management team will meet regularly with the contractor to review progress/upcoming work requirements and preemptively coordinate any special requirements in accordance with the target milestone schedule. If necessary, SAMES will assist in coordinating sequential and concurrent work to ensure that affected/related work scopes are completed successfully and without any disruption to the overall schedule. Weekly progress meetings with all project participants will be held, so that all parties are aware of and operate according to approved project schedule and conditions in the field.

Quality Control

To ensure quality control throughout the life of the project SAMES will hold regular project meetings. An open line of communication will be maintained between the project manager, project owner and design team to discuss any unforeseen developments and address any issues that may arise during construction. Project notices and reports documenting progress will be submitted routinely to the City of Edinburg thereby always ensuring owner involvement.

A Quality Control (QC) Plan is a Project Manager's system to manage, control and document all work activities to comply with contract requirements while adhering to local policies and regulations. The SAMES QC System covers on-site and off-site work and shall be keyed to the work sequence and the project schedule. No work or testing may be performed unless the Field Inspector is present at the work site. The primary emphasis of the QC System is on controlling the work to prevent quality issues, rather than inspection to discover problems after they occur. The QC System, including the *Three Phases of Control*, is the baseline program that we will use to control the quality of the work. The *Three Phases of Control* include Preparatory, Initial and Follow Up tasks that form the backbone of our Quality Control System. Significant control and inspection of the work, as well as documentation that the work meets the requirements of the contract, is required of the Project Manager under the QC System. Once contracted

SAMES will create a project specific Quality Control System that will aid in preventing errors and ensuring a quality project is constructed and delivered in accordance with all contract documents and local, state, and federal standards.

Federal/State/Local Regulations & Policies

Many of the projects SAMES has successfully completed have touched every level of government. Local, state and federally funded projects have presented our professionals with valuable insight and suitable knowledge of multiple agency's regulations, policies, and procedures. Some of these contracts have included capital infrastructure improvements funded by multiple agencies such as the Texas Water Development Board, the North American Development Bank, the Environmental Protection Agency, Texas General Land Office, U.S. Department of Agriculture, and the U.S. Economic Development Agency.

SAMES intends to approach local, state, and federal regulations and policies for respective City of Edinburg projects through an intricate understanding of current legislation that directly affects infrastructure development. SAMES will work to identify specific needs, permits, and requirements of the local, state, and federal government at the onset of a project. This approach will allow us to identify necessary requirements that commonly cause delays and pitfalls during a project.

Familiarity with the Local Geographical Area

SAMES' office location will allow us to directly serve the city with professional support services "close to home". SAMES intimately understands the local geographical area and can identify with its people, appreciate its resources, and meet its needs. The ability of a professional services firm to comprehend the demographic and geographic distinction of the area provides added value to its clients and to its professional endeavors. As such, SAMES will be able to adequately access the area's existing resources, identify any problems in a timely manner, and recommend opportune solutions. As projects and deliverables are identified and executed, staff will be at the SAMES McAllen office ready to provide adequate accessibility, communication, and availability to the City of Edinburg.

Section IV: Stability and References

Proposed Team Members: Past Projects with City of Edinburg

SAMES has completed multiple projects involving surveying, design, and project / construction management for local cities, counties, utility districts and educational institutions. Additionally, our professionals have completed numerous projects for the City of Edinburg. Below please find a list of City projects managed by proposed team members.

- Jessica M. Maldonado
    - Project Manager for:
        - Schunior Regional Detention Pond
        - Chapin Road Sanitary Sewer Improvements
        - University Drive Bus Stop and Shelter Improvements
- Samuel D. Maldonado
    - Project Manager for:
        - 8th Street and McIntyre Intersection Improvements
        - WWTP Clarifier Rehabilitation Project
        - Topographic Surveying for Municipal Park, Apollo Park, Memorial Park, Memorial Park, Fountain Park, Municipal Park Splash Pad, Dr. Diaz Park Splash Pad

Reference Projects

SAMES has recently provided project management services to various local government agencies. Below please find three (3) projects along with reference information for work successfully completed by SAMES' project management team.

San Juan 2021/2022 CDBG Street Improvements Project (Alfredo St., Jaime St., N. Standard Ave., W. 12th St., Loma Vista St., Loma Verde St. and Loma Linda Street) #5021-75-0311-5000-7500-UCP-EP

Contract Dates: 05/03/2022 – 12/23/2022 **Contract Value:** $646K

Client: City of San Juan
Ben Arjona, City Manager
512 S. Nebraska Ave., San Juan, TX 78589
(956) 223-2200

This project was funded by the Texas Community Development Block Grant program and involved professional surveying, engineering, and project management services for street improvements to Alfredo Street, Jaime Street, N. Standard Avenue, W. 12th Street, Loma Vista Street, Loma Verde Street, and Loma Linda Street in San Juan, Texas. SAMES provided topographic surveying and survey related services for design requirements and easement/right of way identification and coordinated with existing utility provided prior to submitting the schematic design to Hidalgo County Urban County Program for approval. During the design phase, the team coordinated with the geotechnical engineering firm for completion of bore and subsurface soil investigations. All information gathered was incorporated into the design of the street improvements and submitted at 60% and 100% completion to UCP for review, comments, and approval. SAMES prepared projects specifications, construction plans and related bid documents to assist with the bid procurement phase. Once the project was awarded, SAMES provided project/construction management services which included periodic site visits, progress reporting, review and approval of material submittals, contractor requests for information, change order requests, contractor payment applications, and frequent/routine meetings to discuss scope, schedule, and budget milestones. At substantial completion SAMES performed a final walk-thru / inspection of the project with the contractor, the City of San Juan, and Hidalgo County. A punch list was created with final details the contracted needed to address prior to preparation and submittal of final close-out documents including project as-builts.

*A reference / recommendation letter from the City of San Juan is included at the end of **THIS** section.*

Mid Valley International Industrial Park

Contract date: In Progress **Contract Value:** $16.8M

Client: Weslaco Economic Development Corporation
Steve Valdez, Executive Director
3275 S. Kansas Ave., Weslaco, TX 78596
(956) 968-0838

SAMES was contracted to provide professional surveying, development, engineering and project management services for the proposed subdivision of a 161.8-acre tract of land located at the northeast intersection of FM 1015 & Mile 9 near Weslaco, Texas.

The tract was subdivided into two (2) phases: Phase I (93.13 acres) and Phase II (68.67 acres) to be used for the development of industrial and commercial use. The intent is to organize the subdivision with a commercial zone for retail stores along FM 1015 with an industrial zone located to the east. The scope of work consists of master planning and architectural renderings, comprehensive surveying services including (but not limited to) boundary and field topographic surveys, utility locates, and title reports for documentation of all easements on site. Development includes preparation and filling of annexation documents, rezoning applications, variance applications, drainage reports, submittal of preliminary plats, utility and drainage layouts, easement acquisitions, and submittal for approval through the City of Weslaco's Planning & Zoning Department and the City Council. SAMES' project manager performed utility coordination and coordination with other entities for applicable utility reimbursement agreements. Civil engineering pre-design services for public improvement consisted of Phase I Environmental Site Assessment for Phase I and Phase II, a geotechnical soil survey, traffic impact analysis, preliminary hydrologic and hydraulic analysis, development of conceptual master plan, a preliminary site plan and coordination with applicable agencies and entities. Civil engineering design phase services included schematic design (30%) for on-site public improvements and off-site improvements (if needed), development design (60%), project design (90%), utility coordination, preparation of probable project cost estimate, QA/QC procedures, permitting and submittal of final project plans for approval by the City of Weslaco. All services will follow the State of Texas and City of Weslaco Planning & Zoning Standards. SAMES project managers are currently providing construction management services which include periodic site visits, progress reporting, review and approval of material submittals, contractor requests for information, change order requests, and contractor payment applications.

*A reference / recommendation letter from Weslaco E.D.C. is included at the end of **THIS** section.*

Ware Road Utility Relocation Project, Mile 3 Road to Mile 5 Road, TxDOT CSJ: 2094-01-038 Roadway Expansion

Contract Date: 08/19/2015 – 10/29/2019 Contract Value: $1.7 Million

Client: City of McAllen
Carlos Gonzalez, PE, Utility Engineer
1300 Houston Ave., McAllen, TX 78501
(956) 681-1777

SAMES was contracted by McAllen Public Utility (MPU) to provide engineering design, consulting and surveying services for utility relocation projects funded by the Texas Department of Transportation. Surveying scope of work included (1) topographic surveying of natural ground, existing utilities, existing infrastructure, manholes, roadway, curbs, storm sewer system, property corners/boundaries, monuments, and right-of-way; (2) waterline subsurface locate by pot hole; (3) field locate of sanitary sewer services; engineering design services included water and sanitary sewer relocation design to accommodate the new roadwork design; established project controls based on TxDOT project benchmarks; coordinated with TxDOT to avoid potential utility relocated conflicts; prepared approved project plans and project specifications all in accordance with TxDOT standards and MPU requirements; prepared project estimate and review submittals for TxDOT and MPU to review and approve; provided support documentation required for the Advance Funding Agreement (AFA) and Standard Utility Agreement (SUA); attended MPU board meetings, and utility coordination and review meetings.

*A reference / recommendation letter from the City of McAllen is included at the end of **THIS** section.*

Reference Letters

CITY OF SAN JUAN TEXAS

Mayor: Mario Garza
Mayor Pro-Tem: Leonardo "Lenny" Sanchez
Commissioners: Adina "Dina" Santillan
Ernesto "Neto" Guajardo
Marco "Markie" Villegas

March 20, 2023

RE: Letter of Reference

To Whom It May Concern:
This letter is being provided as a reference for SAMES, Inc., a professional engineering and surveying services firm. The SAMES team was selected to be on the City Pool of Engineers to provide Professional Engineering Services for anticipated city infrastructure and development projects. The qualifications and experience that they have established over a decade in business, speaks to their collaborative project approach as seen across various ongoing projects within the City to date.
The SAMES team is diverse with a wide range of experiences to assist with projects such as subdivision reviews and public improvement inspections, site civil design, and water/sewer line improvement projects. I look forward to continuing to work with SAMES, Inc.
Should additional information be required you may contact me at barjona@sjtx.us, or at (956)222-2208.

Sincerely,

Benjamin Arjona, City Manager

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

EDC WESLACO

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

March 20, 2023

RE: Letter of Reference

To Whom It May Concern:

Please accept this as a letter of reference for SAMES, Inc., a professional services firm that is currently providing the Weslaco Economic Development Corporation with professional civil engineering, surveying and construction inspection services related to the development of the Mid-Valley Industrial Park in Weslaco.

With their knowledge of the project area and project development requirements the SAMES team has the understanding required to assist the City with the sanitary sewer system and lift station improvements urgently needed for the continued development of this area.

Over their 15 years in business, the SAMES team has been able to establish working relationships with city, county and private entities across the Rio Grande Valley by providing professional services focused on teamwork and the end goal in mind.

Should you have additional questions or wish to discuss SAMES, Inc. in further detail, you may contact me at 956-969-0838.

Sincerely,

Steven M. Valdez
Executive Director, EDC

CITY OF McALLEN

JAVIER VILLALOBOS, Mayor
JOAQUIN "J.J." ZAMORA, Mayor Pro Tem & Commissioner District 2
TONY AGUIRRE, JR., Commissioner District 1
J. OMAR QUINTANILLA, Commissioner District 3
RODOLFO "RUDY" CASTILLO, Commissioner District 4
VICTOR "SEBY" HADDAD, Commissioner District 5
PEPE CABEZA DE VACA, Commissioner District 6

ROEL "ROY" RODRIGUEZ, P.E., City Manager

March 22, 2023

RE: Letter of Reference

To Whom It May Concern:

SAMES, Inc. is a professional services firm that has provided the City of McAllen with professional civil engineering and surveying services for various types of projects since 2008.

With their vast experience and qualifications within the Engineering and Surveying services purview, they have been included numerous times in both our Engineering and Surveying services pools.

The SAMES team uses a proactive project management approach that has produced great working relationship across various city departments. They have also been easy to work with to overcome project challenges and are a true extension of the City staff.

Please accept this as a letter of reference for SAMES, Inc. Should you have additional questions or wish to discuss our business relationship with SAMES, Inc. in further detail, my contact information follows.

Thank you,

Eduardo Medoza, PE
City Engineer
City of McAllen
956-681-1151
edmendoza@mcallen.net

P. O. BOX 220 · McALLEN, TEXAS 78505-0220 · (956) 681-1000 · FAX (956) 681-1010 · www.mcallen.net

Section V: Capacity to Perform

SAMES maintains an up-to-date registration with the Texas Board of Professional Engineers and Land Surveyors for all our licensed / registered Professionals, and for the Firm. We carry **Professional Liability Insurance** in the amount of $3,000,000, Commercial General Liability, Workers Compensation, and meet all County/State Insurance requirements. A sample certificate of insurance demonstrating current coverage amounts and policies has been included in the Appendix of this Statement of Qualifications.

SAMES has read the **Professional Services Agreement** Included with the City of Edinburg's Request for Qualifications and take no exceptions to it. We meet all contractual requirements, including insurance requirements and, if selected, SAMES will enter into such an agreement with the City.

Contact Information

Samuel D. Maldonado, Principal/C.E.O.
200 2. 10th Street, Suite 1500, McAllen, TX 78501
P: (956) 702-8880
M: (956) 207-7130
sam@samengineering-surveying.com

Jessica M. Maldonado, VP of Professional Services
200 2. 10th Street, Suite 1500, McAllen, TX 78501
P: (956) 702-8880
M: (956) 393-9190
jessica@samengineering-surveying.com

Supplier Diversity

SAMES is a minority owned HUBZone firm certified through the U.S. Small Business Administration. We are also a State of Texas Historically Underutilized Business (HUB) and a Disadvantaged Business Enterprise (DBE) certified through the Texas Department of Transportation (TxDOT) and the Texas Unified Certification Program (TUCP). TUCP certifies businesses for the Federal Disadvantaged Enterprise Program. As such, SAMES can meet 100% of the DBE/HUB goal set for ANY project. However, should any scope of the project call for a support discipline not provided by SAMES, we are committed and will fully comply with the State of Texas' DBE/HUB program.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: 1262941288800
File/Vendor Number: 059680
Approval Date: 11-FEB-2021
Scheduled Expiration Date: 11-FEB-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SAMES, INC.

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 12-FEB-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 ineligibility.

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.

Rev. 06/19

Texas Department of Transportation

Texas Unified Certification Program

TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

SAMES, INC. (VN 23559)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

Affirmative Action Program

SAMES, Inc. follows Affirmative Action to establish fair access to employment opportunities under Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973.

SAMES complies with all applicable laws regarding Affirmative Action and Equal Employment Opportunity in all its activities, programs, and/or employment practices and does not discriminate against anyone due to age, creed, color, disability, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, military/veteran status, genetic information, citizenship, or any other characteristic or status protected by federal, state, or local laws.

Commitment and Ability to Commence Services

SAMES approaches every project with a team philosophy and the full commitment of our professional staff to ensure the complete satisfaction of our clients. Providing quality professional engineering services is of utmost importance to SAMES. As with all its projects, SAMES does not pursue an opportunity unless we know we can accomplish all program objectives and deliver a quality product on time and within budget. Furthermore, we recognize the aggressive timelines associated with the completion of city projects. SAMES has a flexible staffing plan which allows our professionals with cross-discipline capabilities to perform dual roles during times of sickness, personal leave, or increased workloads. As a result of our staffing plan, SAMES does not anticipate any problems meeting the time constraints for completion of project tasks while completing other prior committed workloads. SAMES is fully committed to providing the best quality of service to The City of Edinburg and will be able to commence services immediately upon successful negotiation of a contract.

APPENDIX

Resumes/Insurance/City of Edinburg Forms

Samuel D. Maldonado, PE, RPLS

Principal In Charge

Education:

- M.B.A., University of Texas – Rio Grande Valley (2017)
- B.S., Civil Engineering, Texas A&M University - Kingsville (1997)

Registrations/Certifications:

- Professional Engineer, Texas: No. 91889
- Registered Professional Land Surveyor, Texas: No. 6027

TxDOT Pre-certifications:

- 3.2.1 Route Studies & Schematic Design
- 4.2.1 Roadway Design
- 8.1.1 Signing, Pavement Marking, and Channelization
- 10.1.1 Hydrologic Studies
- 10.2.1 Roadway Hydraulic Design
- 11.1.1 Roadway Construction Management and Inspection
- 15.1.1 Right of Way Surveys
- 15.2.1 Design Survey
- 15.2.2 Construction Survey
- 15.3.5 Horizontal and Vertical Control
- 17.5.1 Civil Engineering
- 18.2.1 Subsurface Utility Engineering

SAMUEL D. MALDONADO, PE, RPLS is a Licensed Professional Engineer and Registered Professional Land Surveyor with over 20 years of experience in the engineering and construction industry. His career began with the design and management of Heavy Civil Construction, Bulk Materials Logistics, and Conveyor Engineering at the Corpus Christi Ship Channel. He has managed teams conducting both design and construction of Municipal Sanitary Sewer Collection Systems, Water Distribution Systems, Road Improvements, Drainage Systems and has provided Construction Management for both vertical and horizontal construction projects in both the public and private sectors. His management experience includes leading both professional and technical engineering staff, as well as Program Management for Capital Improvement Projects.

Project Experience:

Escobares TxGLO Flood and Drainage Improvements – Roma, Texas

- Provided project management, topographical surveying, grant application assistance, hydrology analysis & hydraulic engineering design services for the design and installation of a new storm drain system funded by the Texas General Land Office's Disaster Recovery Program.
- Obtained all required permits and provided contract administration including all required progress and funding reports.
- Served as the primary point of contact and coordinated all parties involved including the City, County, existing utility providers and construction contractors.

2018 Bond Project Schunior Regional Detention Pond – Edinburg, Texas

- Provided design oversight and project management services for the design of a new lateral detention system (appx. 900 acres).

- Oversaw the preparation of a detailed study and utilized hydrologic and hydraulic calculations to finalize the engineering design of the new storm drain system, including modeling of system utilities which included conveyance design of 10 and 25-year options while detention volumes included 25 and 50-year options.

Starr County BCAP Rnd III, Street and Drainage Improvements - Athens Road – Roma, Texas

- Provided surveying, grant application assistance, hydraulic & hydrologic calculations to ensure storm drain design, and project management services for the design of a new two-lane roadway including curb and gutter, new storm drain system and utility relocation design for several utilities that required adjustment.
- Followed AASHTO guidelines for vertical curves due to the steep terrain in this area of Starr County.
- Primary point of contact and coordinated with all parties involved including existing utility providers, the City of Roma, and the Starr County grant coordinator.

Pharr Port of Entry Refrigerated Cold Storage Facility – Pharr, Texas

- Provided surveying, design and construction management for the design and construction of a 3,000 SF facility building at the Pharr Port of Entry.
- Oversaw government reporting requirements and ensured regulatory compliance.
- Coordinated with multiple agencies and served as the primary point of contact for the General Services Administration.

New Hidalgo County Courthouse – Edinburg, Texas

- Provided project benchmarks, and construction staking of building corners, building piers, water and sewer lines, storm drain lines, site infrastructure and other utility improvements.
- Surveying services were provided in multiple phases to allow for minimum disturbance to ongoing construction work.

Edinburg Hospital ALTA Survey – Edinburg, Texas

- Provided topographic surveying services and subsurface utility locations of the 40-acre site to provide accurate field date for the proposed design of a new hospital tower.
- Topographic survey included existing site parking lots, sidewalks, curb and gutter, building, landscaping, HVAC systems, irrigation systems, island, building canopies, drainage ditch flowlines and natural ground elevations.
- Coordinated with private utility providers, hospital engineering department and city utility departments to obtain the most accurate utility field information.

Port of Brownsville SH 48 Utility Corridor Boundary Survey – Brownsville, Texas

- Provided boundary surveying services for a 7.5-mile easement corridor along State Highway 48, the contract was later amended to include an additional 1.5 miles to the scope of work.
- The survey included control panels for aerial flight, the setting of control monuments and iron rods, and a descriptive exhibit of the metes and bounds for the project area.
- Coordinated with existing utility companies, the Port of Brownsville and TxDOT during performance of the surveys.

Crestmont Utility Public Improvements – Corpus Christi, Texas

- Design and installation of public utility improvements for a new commercial plaza, including water and sanitary sewer lines, boring and excavation, trench and shoring protection, and traffic control.
- Coordinated in-house labor crew as well as subcontractors to ensure project was delivered in accordance with design and approved plans.

Jessica M. Maldonado PE, PMP, CFM

Contract Administrator/Quality Control

Education:

- M.B.A., University of Texas at Rio Grande Valley (2018)
- B.S., Civil Engineering, Texas A&M University – College Station (2005)

Registrations/Certifications:

- Professional Engineer, Texas No. 111579
- Project Management Professional, Texas No. 2077158
- Certified Floodplain Manager, Texas No. 3995-21N

TxDOT Pre-certifications:

- 17.5.1 Civil Engineering
- 18.3.1 Utility Adjustment Coordination

JESSICA M. MALDONADO, PE, PMP, CFM is a Licensed Professional Engineer, Certified Project Management Professional, and Certified Floodplain Manager with over 17 years of experience in municipal civil engineering, public works construction and project management of multi-disciplined projects. She provides engineering design and management throughout project phases and has provided complete lead engineering encompassing civil design, site surveying, and construction phase improvements to various projects in Hidalgo County. Much of Mrs. Maldonado's career has been associated with the design, contract administration and construction management of disaster recovery roadways and storm sewer improvement projects. She is proficient in the preparation of documents required for government funded projects and has ensured funding compliance for over 16 GLO funded projects across South Texas. She prepared and/or oversaw the completion and submission of all required submittals and progress reports to the Texas General Land Office (GLO) and ensured compliance with the TxGLO's standards and requirements. Mrs. Maldonado has also provided project management and contract administration services for FEMA funded roadway improvements and housing inspections required by FEMA in the wake of Hurricane Harvey. Mrs. Maldonado serves as Vice President for the Department of Professional Services and manages a staff of approximately 50 professionals, technicians, and administrative support staff.

Project Experience:

Ware Road Utility Relocation Project, TxDOT CSJ: 2094-01-038 Roadway Expansion – McAllen, Texas

- Oversaw the design and provided project management of the PS&E utility relocation package which included the waterline and sanitary sewer line improvements.
- Assisted McAllen Public Utility (MPU) with compensable utility support documentation required for the Advance Funding Agreement and Standard Utility Agreement.
- Provided project estimates and review submittals for TxDOT and MPU to review and approve.
- Oversaw the preparation of construction approved plans and specifications in accordance with TxDOT standards and MPU requirements.
- Performed TxDOT utility coordination to avoid conflicts during construction and provided responses to all contractor requests for information.
- Prepared final as-built drawings and submitted them to MPU and TxDOT.

Hidalgo County BCAP Fresno Street Roadway & Drainage Improvements – San Juan, Texas

- Provided engineering design, contract administration and construction management for this road and drainage improvement project funded by TxDOT's Border Colonia Access Program.
- Prepared all required forms and reports and ensured compliance with TxDOT program regulations.
- Oversaw the survey and CAD departments, providing direction and management when needed.
- Primary point of contact for Hidalgo County.

Sam Houston Boulevard Widening – Pharr, Texas

- Provided design management for the roadway and drainage improvements, as well as the adjustment of waterline and sanitary sewer lines.
- Completed the environmental study for TxDOT funding regulations.
- Provided utility coordination and construction oversight for the relocation of existing utilities located along the proposed route for expansion.

FEMA Roadway Reconstruction Project – Hidalgo County, Texas

- Oversaw the design and construction of road and drainage improvements to various streets within Hidalgo County.
- Provided contract administration services and coordinated with the County to ensure FEMA funding compliance.

Paving and Drainage Improvements to Mile 14½ - Hidalgo County, Texas

- Provided design, project management and contract administration services for the reconstruction of appx. 2 miles of roadwork along Mile 14½ Road.
- Coordinated with and served as Primary point of contract for Hidalgo County.

Hidalgo County Pct. 2 BCAP Rnd III Road and Drainage Improvements – Hidalgo County, Texas

- Provided design and contract administration for road and drainage improvements to two (2) subdivisions.
- Project was funded by TxDOT's Border Colonia Access Program Third Call of Proposition Three funding and so improvements were developed in accordance with TxDOT design standards, guidelines and regulations.

TxGLO 2015 Floods Grant Stormwater Relief Project Ph. II – Alamo & Edinburg, Texas

- Provided contract administration and construction management services for the design and installation of a new storm sewer system that included drainage swales, roadside ditches, inlets, and pipe networks ultimately flowing into an existing drainage ditch owned by Hidalgo County Drainage District #1.
- Prepared and submitted grant application and obtained all required permits.
- Coordinated with the GLO and County to ensure funding and schedule compliance during design and construction.

TxGLO Downtown Drainage Improvements Project – Pharr, Texas

- Provided design and construction administration for installation of a 2.5-mile storm collection system in downtown Pharr.
- Obtained all required permits (UPRR utility encroachment, TxDOT utility crossing, HCDD #1 discharge permit)
- Reviewed and submitted payroll logs, contractor invoicing and all documentation required for funding compliance.

Hidalgo County Pct. 1 TxGLO Flood and Drainage Improvements – Hidalgo County, Texas

- Provided contract administration services and oversaw the design and construction of a new storm drain network, consisting of over 4,000 LF of 36-inch and 48-inch steel polymer coated storm pipe and a 1,250 linear foot long by 130-foot-wide ditch excavation.
- Obtained all required permits, prepared and submitted all funding reports and provided quality assurance during construction.
- Coordinated with the Texas General Land Office and ensured compliance with their program funding requirements.

Hidalgo County Regional Mobility Authority (HCRMA) Surveying Services IBTC 0010 HCRMA

- Provided project management services for the topographic surveying and right-of-way mapping of FM 493 in Donna, Texas, which included approximately 105 parcel plats with metes and bounds descriptions.

Kleberg County CDBG Water and Sewer Improvements – Kleberg County, Texas

- Provided design and construction management for the installation of 9,400 LF of waterline, water services, fire hydrants and gravity sewer collection system.
- Coordinated with TxCDBG and TxDOT to ensure compliance w/ funding & permitting regulations.
- Prepared a financial/budget analysis of the project for Kleberg County authorities.

Duval County CDBG Water and Sewer Improvements – Duval County, Texas

- Provided design and construction management for the installation of 14,000 LF of waterline and 1,800 LF of sanitary sewer line, which included services, fire hydrants, and yard service lines.
- Coordinated with Texas CDBG and TxDOT to ensure compliance with their funding and permitting regulations.

Mario A. Garcia, PE

Project Manager

Education:

- B.S., Civil Engineering, University of Texas – Pan American (2015)

Registrations/Certifications:

- Professional Engineer, Texas: No. 137503

MARIO A. GARCIA, PE is a Licensed Professional Engineer with 7 years of experience in Civil Engineering and Project Management. He has extensive experience in conducting feasibility studies and managing projects for multi-family and commercial developments for private and public clients. Mr. Garcia has provided project management and construction administration services for land and site development projects specifically focusing on platting, paving, drainage, and sanitary and water improvements. Additionally, he has managed the design and construction of multiple road improvement projects funded by the State's Community Development Block Grant program which has allowed him to develop a high level of proficiency in regard to state government funding.

Project Experience:

2021/2022 La Joya Street Improvements – San Juan, TX

- Managed the production of 2,000 linear feet of required street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds.

2021/2022 San Juan Street Improvements – San Juan, TX

- Managed the production of seven (7) streets requiring street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Verified Submittals, Requests for Information, Pay Applications from Contractor for final recommendation.
- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG funds.

City of Rio Grande City Street Improvements Project – Rio Grande City, TX

- Manage the production of two (2) streets with a total of 2,800 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Escobares Street Improvements Project – Escobares, TX

- Manage the production of three (3) streets requiring street improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

City of Roma Street Improvements Project – Roma, TX

- Manage the production of two (2) streets with a total of 1,100 linear feet requiring street reconstruction improvements from Schematic Design through Construction Documents.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.

Hidalgo County Drainage District No. 1 - FM 493 & County Rd (Project 12 Phase II)

- Manage and coordinated the approval of final design for the upgrade of an existing storm drain system and installation of a new story drain system for the neighborhoods located between South River Road and surrounding the Chaparral Drain in Donna, TX.
- Managed the development of Bidding and Contract documents for contract award to selected Contractor.
- Oversaw construction administration services including construction site visits and administration of contract documents for payment applications, requests for information and material submittals.

Previous Employment:

WGI – Engineer (2019-2021)

- Manage client deliverables and schedule for project team to meet required deadlines.
- Manage sub-consultant contracts, deliverables, and project coordination for permitting and construction project tasks.
- Manage Due Diligence, Construction Documents and Construction administration for Land Development projects focused on Paving Drainage, Sanitary and Waterline design in Texas and Arizona.
- Prepared preliminary and final drainage, sanitary and water design reports to backup proposed utility design for multi-family and commercial developments.
- Prepared drainage models in HEC-HMS for existing versus post conditions analysis and StormCAD for storm sewer sizing and hydraulic calculations. Additionally, spreadsheet calculations were also prepared on much more day-to-day basis.
- Prepare project base files in Civil3D for project construction document preparation.
- Review and cleanup surveys and survey information provided for project to ensure accurate information is being shown.

WGI – Planner (2018-2019)

- Manage development of conceptual designs for new projects through Construction Documents.
- Coordinate with Structural/Architectural services to ensure optimum Level of Service design criteria is being utilized.
- Develop technical and performance specifications for projects for materials and equipment required on project and indicated on Project drawings.

- Review and assess contractor bids to ensure they match construction drawings and specifications for the project to ensure scope was being met and proper materials and equipment were accurately priced.
- Perform various calculations such as Peak Parking Occupancy, Parking Supply and Demand Analysis, Equipment Throughput Analysis, Lane Capacity Analysis, Peak Time Ingress/Egress Analysis, Walking Distance Analysis.

Isael Posadas Jr.

Assistant Project Manager

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley - 2020

ISAEL POSADAS JR is Graduate Engineer with experience in Civil Engineering Design and Construction Management as well as Field Inspections. With a combined 5 years of experience of engineering and drafting, he has dealt with multiple local government entities to design and manage construction of private and commercial subdivisions, utility improvements and roadway improvement projects. His recent experiences include design and management of a $1.9 Million detention pond and various street improvement projects where he was lead designer. He has also worked on a variety of drainage improvement projects such as expanding existing ditches and managing their construction. He has designed and managed various subdivisions ranging from new Plats to Replats and worked on designing local parks. Mr. Posadas' experience with development, design and construction management projects for local governments has provided him with knowledge on a wide range of design standards and regulations for a variety of project scenarios.

Project Experience:

2022 San Juan Street Improvements – San Juan, TX

- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG grant money.
- Created preliminary cost analysis of project based on site visits.
- Designed the improvements and repairs of 7 asphalt roads.
- Created construction cost estimates and construction plan set.

2022 La Joya Street Improvements – San Juan, TX

- Conducted site visits, inspections of existing conditions, and documentation of any defects that may be improved with CDBG grant money.
- Created preliminary cost analysis of project based on site visits.
- Designed the improvement of about half of a mile.
- Created construction cost estimates and completed construction plan set.

Hidalgo County Irrigation District No. 1 Admin Improvements – Hidalgo County, TX

- Designed utility improvements, asphalt improvements/repairs, drainage improvements, and miscellaneous items to improve admin office.
- Coordinated with contractor and vendors on behalf of owner, reviewed submittals and construction documents.
- Assisted in creation of bid documents and bid forms.
- Weekly site visits and reports of progress of construction and conflict resolution as they appeared.
- Conducted Bi-weekly meetings with owner and contractor.

Robert Vela High School Parking Lot Improvements – Edinburg, TX

- Conducted site visit to determine items needing repairs such as asphalt, curb and gutter, and drainage.
- Assisted in creation of construction plans and construction costs.
- Assisted project manager in review of submittals and constructions documents.

Luis Mendez

Assistant Project Manager

Education:

- A.A.S., Engineering and Technology, South Texas College (2018)
- Certificate of Applied Science, Architectural and Civil Engineering Technology, South Texas College (2017)

Licenses / Certifications:

- TSPS Survey Math 301 (2020)
- TSPS Survey Math 401 (2020)
- TSPS Survey Procedure for Construction Layout (2020)
- TSPS Subdivision Plats: Requirements, Best Practices & Exemptions (2020)

LUIS MENDEZ is an Assistant Project Engineer and senior CAD technician with over 5 years of experience in computer aided drafting design and civil engineering design. As an Assistant Project Engineer Mr. Mendez provides leadership and direction for the completion of project deliverables. He oversees the training of new employees and provides quality assurance for all surveying and engineering projects he works on by ensuring the work is performed in accordance with the latest codes and regulations as per different entity standards for the State of Texas. Mr. Mendez coordinates and supervises all field and office work associated with surveying and engineering CAD documentation. He performs Quality Control procedures to ensure work is drafted as required by the Statement of Work. Mr. Mendez carefully delineates the boundaries of land or property using on-site surveys and records found in land offices, to write the legal descriptions of various parcels. He also develops new site layouts for all civil requirements.

Project Experience:

Sunset Breeze at Laguna Vista Subdivision, Laguna Vista, Cameron County, Texas

Assistant project engineer, coordinating in the process of the plan development. managed in design with rules and regulations of all entities meeting requirements. Assist engineer in planning and construction plan management. The proposed project is an infill residential and commercial development, located within the City of Laguna Vista near the existing Urban Growth Boundary. The site consists of 56-acre tract with existing city services.

Glazers Beer and Beverage Site Civil – Weslaco, Hidalgo County, Texas

Assistant project engineer, in the drafting design and production of engineering construction plans sheet set as per the Architectural plans given from the client, designing from modeling the grading plan for the parking lot to design the utilities layout plan and profiles along with the proposed surface. Project consisted in a 20-acre tract of land been developed in to a new main ware house distribution area for the south of the RGV.

Northwest Blueline Hibiscus Drainage Improvements (Drainage Utility Project) – McAllen, Texas

The project scope included surveying and design of drainage improvements including hydraulic calculations to ensure the accuracy of the design. Coordinated necessary surveys of existing rights-of-way, topography,

utilities, and other field data required for design. Provided Design Plans, Specifications and Estimate in accordance with City of McAllen Standards. Provided As-built record drawings.

Jackson Road Medical Ridge Plaza– Pharr, Hidalgo County, Texas

Managed the drafting design. Produced engineering construction plans sheet set as per the Architectural plans given from the client, designing from modeling the grading plan for the parking lot to design the utilities layout plan and profiles along with the proposed surface. Consisted of a 10-acre tract been developed into in a commercial plaza.

Bond Project 13 – Hidalgo County Irrigation District No. 2, Hidalgo County, Texas

Managed the drafting engineering design of a drainage canal expansion consisting of a 6,000 LF x 260 LF ditch. Produced construction plans sheet set as per the required drainage volume given, designing from modeling the canal's existing volume vs the total volume expansion plan and profiles along with the proposed surface. Created a flood map for the future developed area.

Bond Project 12 – Hidalgo County Irrigation District No. 2, Hidalgo County, Texas

Managed the drafting design of a drainage canal expansion consisting of a 5,000 LF x 200 LF ditch. Produced construction plans sheet set as per the required drainage volume given, designing from modeling the canal's existing volume vs the total volume expansion plan and profiles along with the proposed surface. Created a flood map for the future developed area.

H.C.R.M.A. Setting Control Monuments – Hidalgo County, Texas

Managed the setting of control monuments for SH 365 between the limits of 10th Street to Union Pacific Railroad crossing. Coordinated and supervised the surveying of each benchmark using GPS TRK "Control Observation" procedures for horizontal value, surveying each benchmark using 3-wire leveling procedures for vertical value and prepared the Overall Map & Control Sheets to be included in the final ROW map.

F.M. 493 R.O.W. Acquisition – Donna, Texas

Oversaw the performance of all required field and office work for the preparation of parcel plats with metes and bounds descriptions for 125 properties.

E.C.I.S.D. B.L. Garza Middle School – Edinburg, Texas

Created new engineering design layout for a visitors parking lot area which renovated the existing parking area and included a drainage pond to aid in the prevention of future flooding. The new layout included design of a new entrance canopy and student drop off canopy.

Tilt Kilt ALTA Survey – McAllen, Hidalgo County, Texas

Managed the drafting, preparing the survey including researching for all recorded property records, plotting all the current utilities and current conditions of the property, all following the requirements as per an ALTA survey standard and as well as per the client needs.

Construction Staking Texas Gas– Edinburg, Brownsville, San Benito, Texas

Prepare and develop a Site layout sheet from the civil plans given by client and develop a staking ground point data for the surveyors stake out what the contractor manager has requested either concrete pad, utilities, electrical easements etc.

Construction Staking Dale Shine Carwash– Edinburg, Brownsville, San Benito, Texas

Prepare and develop a Site layout sheet from the civil plans given by client and develop a staking ground point data for the surveyors stake out what the contractor manager has requested either concrete pad, utilities, electrical easements etc.

Beckham Square Subdivision – Harlingen, Texas

Developed site layout for a new subdivision which established the property boundaries and right of way. The new layout included proposed utilities, drainage, road and total number of lots in new subdivision.

Luis B. Hernandez, EIT

Field Engineer / Inspector

Education:

- M.S., Civil Engineering, University of Texas Rio Grande Valley (2021)
- B.S., Civil Engineering, University of Texas Rio Grande Valley (2019)

Registrations/Certifications:

- Certified Engineer-in-Training, Texas: No. 75429

LUIS B. HERNANDEZ, EIT is a certified Engineer-in-Training with experience in Civil Engineering Design and Land Development. His project experience includes road assessments, drainage design, utility design, utility coordination, Hydrology and Hydraulics modeling. His most recent projects in land development include residential and commercial/industrial improvements which have allowed him to become well versed in design standards and regulations at municipal and county levels.

Project Experience:

County Wide Street Inventory Project – Hidalgo County, Texas

- Collected data effectively performing road assessments by capturing and geo-referencing data.
- Inspected road existing condition for approximately 250 miles of county roads.

Sunset Breeze at Laguna Subdivision – Laguna Vista, Texas

- Provided a watershed analysis for 28 surrounding subbasins using HEC-HMS.
- Modeled the hydraulics of approximately 5,000 LF of existing drainage ditch with proposed and existing conditions using HEC-RAS.
- Provided design of public improvements for water and sanitary sewer.
- Coordinated with Laguna Madre Water District to comply with their design standards and regulations for water and wastewater services.

Replat of Lot 6 Los Encinos - Subdivision- McAllen, Texas

- Provided design of 80 LF waterline extension.
- Coordinated with North Alamo Water Supply Corporation (NAWSC) to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Casa Paraiso Subdivision - McAllen, Texas

- Provided design of 144,000 CF drainage swale and 80 LF of storm RCP pipe.
- Coordinated with Hidalgo County Drainage District #1 to comply with their design standards and regulations.
- Provided design of 50 LF of waterline extension.
- Coordinated with Sharyland Water Supply Corporation to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Las Americas Roma Logistics and Industrial Park - Roma, Texas

- Provided a watershed analysis for 7 subbasins contributing to Ramirez Creek using HEC-HMS and QGIS.
- Modeled the hydraulics of approximately 12,600 LF of the Ramirez Creek and analyzed proposed impacts into the existing conditions using HEC-RAS.

RICDEZ Estates Subdivision - Edinburg, Texas

- Provided design of public improvements for 500 LF waterline.

- Coordinated with North Alamo Water Supply Corporation (NAWSC) to comply with their design standards and regulations.
- Provided quantity takeoff of the project.

Luis S. Gonzalez

Field Engineer/Inspector

Education:

- B.S., Civil Engineering, University of Texas Rio Grande Valley – Edinburg, Texas (2021)

LUIS S. GONZALEZ, FIELD ENGINEER/INSPECTOR is an experienced graduate Civil Engineer. His current experience includes field operations, construction inspections, engineering drafting design, and operation of Geographic Information Systems (GIS) and Construction Administration/ Construction Engineering Inspection. Current and previous projects he has worked on consist of Subdivision Design and inspection of commercial land development.

Project Experience:

Hidalgo County – Hidalgo County Street Inventory - Hidalgo County, Texas

- Inspected approximately 2,000 miles of county roads.
- Collected data effectively performing road assessments by capturing and geo-referencing data.
- Supervised and trained field personnel to perform roadway inspections.
- Performed a Pavement Condition Index calculation using MicroPaver software based on data collected during roadway assessments.
- Elaborated an electronic database of all data collected in the field for roadway assessment that serves as the official database used by the County.
- Determine current replacement and repair costs for approximately 2,000 miles of county roadway infrastructure.

Heights on Wisconsin – Subdivisions Construction – Edinburg, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress.

Highland Heights – Subdivisions Construction – Edinburg, Texas

- Performed Engineering Drafting Design using AutoCAD as per Professional Engineer guidance.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress.

Weslaco Economic Development Corporation – Subdivision Construction – Weslaco, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress

La Paloma – Subdivision Construction – San Juan, Texas

- Analyzed and interpretated construction plans.
- Performed field inspections to verify installation as per Pay Applications submitted by contractor.
- Prepared report documentation and payment recommendations regarding the construction activities and progress

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2023

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 AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074 License#: 1435292	**CONTACT NAME:** Tina Caldwell **PHONE (A/C, No, Ext):** (972) 644-2688 **FAX (A/C, No):** **E-MAIL ADDRESS:** tina.caldwell@assuredpartners.com
INSURED SAMES, Inc. 200 S. 10th Street Suite 1500 McAllen TX 78501 X00006404	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Burlington Insurance Company 23620 **INSURER B :** National Specialty Insurance Company 22608 **INSURER C :** StarStone National Insurance Company 25496 **INSURER D :** Texas Mutual Insurance Company 22945 **INSURER E :** LEXINGTON INS CO 19437 **INSURER F :** Gotham Insurance Company 25569

COVERAGES **CERTIFICATE NUMBER:** 1731451752 **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 X Blkt AI &WOS per X Blkt PNC GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			674BG05298-03	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			GMI-0497-000	1/19/2023	1/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C F	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TBD EX202300004107	10/1/2023 10/1/2023	10/1/2024 10/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 9,000,000 $ 9,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001273721	8/5/2023	8/5/2024	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	Professional Liability			031565508	10/1/2023	10/1/2024	Each Claim/Aggregate Deductible per Claim	3,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and auto liability policies include an automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
The general liability and auto policy contains a special endorsement with “primary and non-contributory” wording. The general liability, professional liability & worker’s compensation policies include an automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
Certificate Holder Continued: City of Edinburg The General Liability Policy provides Blanket Additional Insured for Ongoing and Completed Operations as required by written contract. A Waiver of Subrogaiton is provided for General Liability and Professional Liability as required by written contract.

CERTIFICATE HOLDER

City of Edinburg
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

Brady KCo

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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: December 12, 2023

Company/Vendor Name: SAMES, Inc.

Printed Name and Title: Samuel D. Maldonado

Authorized Signatory: MDL

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.**

SAMES, Inc.

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.**

N/A

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.**

N/A

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

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: SAMES, Inc.
(Full, correct legal name)

- Address: 200 S. 10th St., Ste. 1500, McAllen, TX 78501
- Telephone/Fax: (956) 702-8880
- Email address: info@samengineering-surveying.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? McAllen, Texas

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. _____

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: Samuel D. Maldonado
Address: 200 S. 10th St., Ste. 1500, McAllen, TX 78501
Telephone: (956) 702-8880
Fax: (956) 702-8883
Email: sam@samengineering-surveying.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.
Sam Engineering and Surveying

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, Samuel D. Maldonado, the undersigned representative of

SAMES, 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:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

SENATE BILL 13 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, 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:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

SENATE BILL 19 VERIFICATION

I, Samuel D. Maldonado, the undersigned representative of

SAMES, 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.

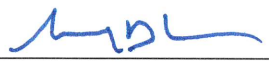
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

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 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:

Samuel D. Maldonado, Principal / C.E.O.

TYPE/PRINT NAME AND TITLE:

December 12, 2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Samuel D. Maldonado, being first duly sworn, deposes and says that: *(Name)*

(1) He is Principal of SAMES, Inc. (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 Principal / C.E.O.

Subscribed and sworn to me this 12th day of December 20 23.

By: _____

Notary Public in and for the State of Texas

TIRZAH ANN RIVERA
Notary Public, State of Texas
Comm. Expires 01-07-2024
Notary ID 126366063

My commission expires 01/07/2024

Project Management Services

RFQ No. 2024-001

December 12, 2023

THE CITY OF Edinburg

SUPREME ENGINEERING

135 Paseo del Prado Suite 7 | Edinburg, Texas 78539 | (956) 403-1314

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Section 1
Transmittal Letter

135 Paseo del Prado Ste 7
Edinburg, Texas 78539
Firm No. F-21135
(956) 403-1314

December 12th, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-001 – Project Management Services

Dear Mr. Hinojosa,

Supreme Engineering, PLLC (Supreme) is pleased to submit our Statement of Qualifications to City of Edinburg for the 2024 Project Management Services.

We recognize that Supreme has only been providing Professional Services since 2019; therefore, our project backlog is continuing to growth every year at the level of our competitors; therefore, we are confident that our diverse team is qualified to serve the needs of City of Edinburg. We are eager to demonstrate that our experience and motivation will produce a quality product that will meet your expectations. Our Team gained firsthand experience with municipal and county projects by means of employment; therefore, our Team is very familiar with City of Edinburg needs. The Team gained over twenty six (26) years of combined experience and worked closely to plan, design, draft, and perform quality assurance on various projects.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 403-1314 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

Section 2
Firm Qualifications and Experience

FIRM QUALIFICATION AND EXPERIENCE

Project Needs

Supreme Engineering, PLLC (Supreme) understands that in order for City of Edinburg to proactively manage the City's needs, especially in efficient and timely manner to alleviate the City's infrastructure and to protect life and property for City of Edinburg's residents, businesses and surrounding jurisdictions, may contract with qualified engineering firms to assist with this endeavor. Road/Utility infrastructure and Drainage have had a major impact in City of Edinburg in the past years. This has impacted the city economically, and it has affected the safety and health of the residents Citywide.

Project Management

Supreme has experience in the past years with preparation of plans, specifications, and estimates (PS&E), utility relocation, water and sewer distribution, signage, pavement markings, traffic, project management, drainage design and hydraulics as well as **overseeing projects to ensure the contractors must adhere to** guidelines and code as set forth by International Building Code, Unified Development Code and City's Engineering Design Standards is as follows:

I. General Services Phase

General Services phase will consist of meeting with City of Edinburg to ensure, review and execute a clear and concise understanding of the project and that City's expectations are met.

A. Perform assigned duties and responsibilities upon issuance of Job Task Order or notice to proceed in accordance with the scope provided in such work order or notice or upon direction of the City's designee.
B. Work will consist of trades necessary to review and complete work as detailed in the construction documents, specifications and/or as directed by the City's Project Manager.
C. All work must comply with current codes in effect at the time of work and with all OSHA requirements. Appropriate safety and security of the construction site and related area, including staging area(s) and roadway(s) is required, and will be provided by the CM at no additional cost to the City.
D. Provide recommendations regarding construction feasibility, labor availability, material usage, time requirements and update completion date based on project plans, specifications, verbal instruction(s) or combination thereof.
E. Prepare cost estimates for alternative designs and material recommendations to improve project budget and its management.

F. Prepare Guaranteed Maximum Price (GMP) to include any construction, material, labor, self-performed work and management cost, detailing each area of the proposal.
G. Provide Value Engineering Services and make recommendations to assure compliance with GMP.
H. Prepare/coordinate construction schedule for the Construction Team.
I. Update schedules, activity sequences, and duration milestone dates as needed.
J. Always provide site supervision during the requested services.

II. Pre-Construction Phase

During the Pre-Construction phase, assist the City with the Design, Scope of work, budget and project schedule will be clearly defined.

A. Assist the City and the City's Professional Consultants during the scope development, preliminary design, and design development phases in evaluation of options for the project.
B. Establish the master project schedule identifying all different phases and all milestone items.
C. Develop a project budget and itemized Guarantee Maximum Price (GMP) upon negotiations with the City. The GMP shall include the substantial completion date of the project.
D. Review and familiarize itself with all reports, surveys, drawings, tests and results concerning the condition of existing facilities, systems, structures, and sites.
E. Work with and coordinate activities with any other contractors that the City contracts work with for the project.
F. Review all applicable documents to ensure constructability and to minimize change orders.
G. Review the project design to identify long-lead procurement items and equipment/materials which are eligible to be purchased by the City as direct material purchases.
H. Coordinate with the City's Professional Consultants to finalize construction documents and develop bid packages.

III. Procurement (Bids and Awards) Phase

Supreme Engineering will identify prospective bidder, answer questions regarding the bid, specification, and review bid packages.

A. Schedule and conduct pre-bid conferences with the interested subcontractors, material suppliers, and equipment suppliers.
B. Assess conditions in the construction market to identify factors that will or may affect costs and time for completing the project.

C. Identify and solicit multiple bid packages that together will represent the entirety of the scope of work for the project.
D. Compile bid specifications and packages, utilizing City's bid procedures, obtaining bids for any and all construction, sub-contractor, material suppliers, including direct material purchases.
E. Solicit, advertise, accept, review, and, based on approvals by the City, award bids to qualified subcontractors based on the bid packages identified.

IV. Construction Phase

During the construction phase, assist the City with the Bid Package and Construction Contract execution. Throughout the construction phase, constant communication, coordination will take place with City and the Contractor.

A. Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
B. Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
C. Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
D. Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.
E. Schedule and plan construction meetings, take and issue meeting minutes, and attendance sheets as directed by the City's Project Manager.
F. B. Coordinate with the Professional Consultants and IDA to schedule and conduct Pre-Construction meetings with subcontractors.
G. C. Plan and recommend timing for the release of drawings and specifications to enable phasing of construction project.
H. D. Maintain and update the master project schedule, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules.

V. Close-Out Phase

A. Assemble and deliver sufficient hard copies and electronic copies on USB/Flash Drive of closeout documents, parts and operational manuals, and repair and parts manual.
B. Coordinate project close-out, start-up and transition to operation
C. Coordinate completion of As-Built documents with City's Building Official and Project Manager.
D. Complete or coordinate completion of punch-list items generated by the City's Professional Consultant and the City's representatives during their inspections.

E. Coordinate with the City's Professional Consultant to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document.
F. Coordinate with the City's Building Official to prepare the Certificate of Final Inspection.
G. Coordinate and conduct Building Warranty Inspections
H. Warrantee all workmanship and material for one (1) year following substantial completion.
I. Ensure coordination and implementation of equipment training for City staff.
J. Provide USB/Flash Drive for all project photos.
K. Project video record of any training provided to City's staff.

Past Experience

While Supreme is working to build its company portfolio, we are confident that the experience our Team offers is able to meet the project management needs of City of Edinburg. These project management services include but are not limited to the following: A.) Route and Design Studies, right of way maps and data, utility adjustments, surveying, pre-design; B) Roadway Design, Drainage Design, Solid Waste, signing, markings and signalization, traffic control plans, plans and specifications, bid preparation; C) plans, drawings and specifications; D) Construction Management & Inspection, design for new construction, design for alterations / renovations, needs assessment, ADA compliance, cost estimating among others.

Hidalgo County Drainage District No. 1

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.

Hidalgo County Drainage District No. 1

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

Private Development

General Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.

Firm Uniqueness to Perform

Supreme has an advantage to perform due to the fact that his team has several years of experience in local government. The team understands and easily identify the City's needs which results in a proactively solution to solve and/or alleviate the issues.

For instance, hurricanes and rain events have recently produced multiple 500-yr storms in our area, causing a significant amount of flooding, damaging homes, personal property, and businesses. Our team understand the need for large projects that will significantly increase the capacity of the Drainage System to bring flooding relief to the City of Edinburg by identifying potential funding for these projects.

City of Edinburg along with its counterparts strive to implement drainage requirements for new development to ensure that these developments take the necessary measures to mitigate stormwater out of the area as quickly as possible.

Supreme understands the need to design projects that will meet the goals of the City of Edinburg. These projects; however, must be designed within City's budget. Supreme is also familiar with the policies and procedures implemented for new infrastructure.

Office Location

Supreme operates out of the main office located in Edinburg, Texas at 135 Paseo del Prado.

Firm's Capacity to Undertake the Project and Accomplish in the Required Time

✓ **Ability to Commence Services**
Supreme Engineering, PLLC is able to commence services immediately upon issuance of a Notice to Proceed.

✓ **Concurrent Projects**
Supreme Engineering, PLLC has a variety of government and private projects: however, we have the personnel and resources to avoid any interference with any projected awarded to Supreme Engineering.

✓ **Company Ownership**
Supreme Engineering, PLLC is a one owner company with healthy finances. Supreme is not for sale nor intend to be offer in the long future.

✓ **Litigations**
Supreme Engineering, PLLC has no past nor pending litigations.

✓ **Financials**
Supreme Engineering, PLLC is not in default in any loan or any other financial agreements with a bank or other financial institution.

✓ **Conflict of Interest**
Supreme Engineering, PLLC, owner/s, owners' family has no financial or other relationship with City employees, officers, City Council or committee members.

✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.

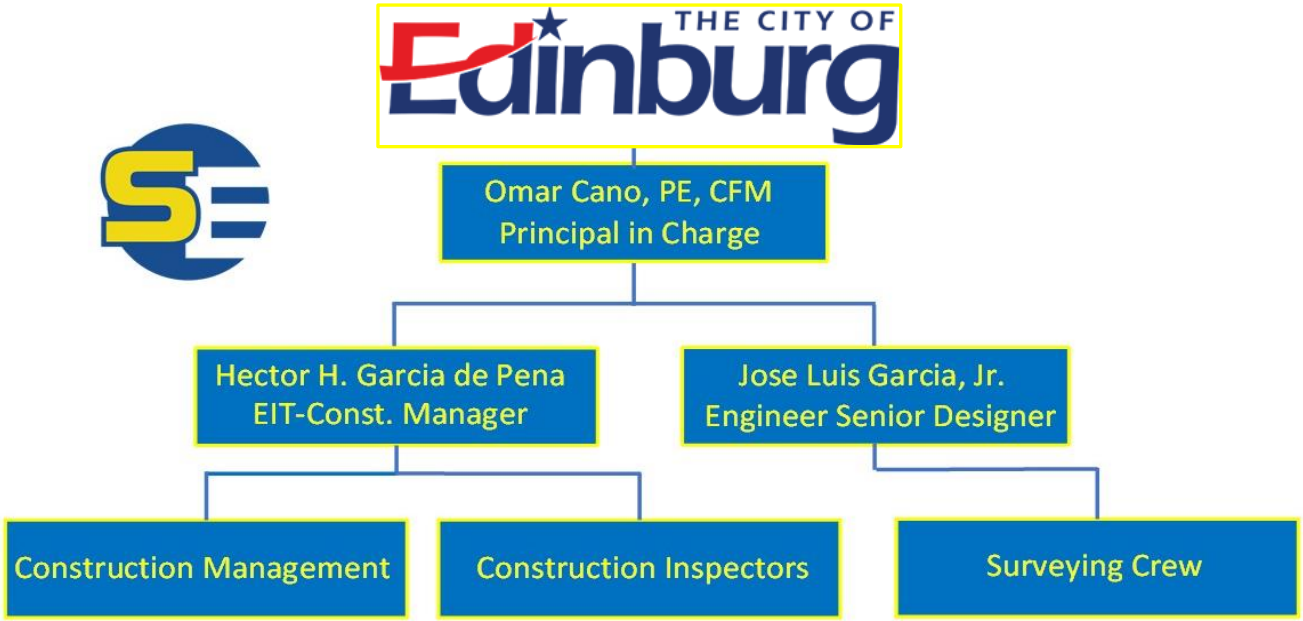
✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

Section 3
Team Member Qualifications and Experience

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Supreme Engineering, PLLC (Supreme) has been providing professional engineering services since 2019. Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135. Supreme has over 30 years of combined experience. Supreme is located locally in Edinburg, Texas, giving Supreme an edge when selected to provide services for projects within Hidalgo County. Supreme is familiar with City of Edinburg's design standards and guidelines as well as County, State, and Federal regulations to assist with completing projects while complying with any applicable regulations. Supreme utilizes the latest CADD and GPS technology and equipment. Our firm is equipped with technology that will allow us to respond to our client's needs immediately.

Supreme currently employees registered professional engineer, engineer in training, engineer designer, construction inspector, surveying technicians and sub-consult any professional surveying as required. Employees have a diverse background and are committed to delivering a quality product. Therefore, their diversity allows them to perform multiple duties to ensure that a project meets City of Edinburg's expectations and is delivered on time.



Mr. Omar Cano, PE, CFM has been licensed Engineer in the State of Texas since 2015. Mr. Cano is also a Certified Floodplain Manager. Mr. Cano has over 15 years of experience in the private and public sectors. Mr. Cano gained experience in roadway design while employed at the Texas Department of Transportation (TxDOT). While employed at Ambiotec Civil Engineering Group, Mr. Cano gained experience in municipal water, sewer, storm drainage and land development. As Interim Director of Engineering at the City of Edinburg, Mr. Cano not only enriched his engineering experience but was able to develop his ability to interact and discuss projects with government

officials. The opportunity to deal with the concerns of the constituents gave him insight to the needs of the community. Mr. Cano spent approximately three (3) years the Hidalgo County Drainage District No. 1 as an Engineer III where he was able to assist with several drainage projects.

Mr. Hector H. Garcia de Peña, PE, CFM is a license Engineer in the State of Texas. Mr. Peña graduated from the University of Texas RGV in 2018. Mr. Peña is familiar with project management and construction inspections. Mr. Peña has extensive knowledge of County's requirements for land development and is familiar with the county rules and regulations.

Mr. Jose Luis Garcia, Jr graduated from South Texas College with a certificate in Civil Drafting. He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans.

Omar Cano, PE, CFM

BS in Civil Engineering, Texas A&M University – Kingsville, Texas
Registration: Texas Professional Engineer 120081
Certified Floodplain Manager 2389-13N

Mr. Cano has performed work with public and private entities. His public service includes serving as Interim Director of Engineering for the City of Edinburg and he served as an Engineer for Hidalgo County Drainage District No. 1. Public service allowed Mr. Cano to coordinate with consultants, entities, and the public to resolve the infrastructure needs to the area. He is also familiar with the local municipal and state regulations required for design and construction and survey of engineering projects. Mr. Cano's experience includes designing and analyzing engineering work related to hydraulics and hydrology, preparing cost estimates and Preliminary Engineering Reports for a design that will serve the needs and budget, conducting and coordinating site visits to monitor the projects progress and contractors' performance. Mr. Cano has managed projects funded through TWDB / GLO. He will be responsible for final review of plans and will be sealing all designs. As Project Manager, Mr. Cano will be responsible for leading all tasks in the contract and overseeing all aspects of the day-to-day operations.

Mr. Cano is proficient in HEC-HMS and HEC-RAS, SEWER CAD, Windstorm, and AutoCAD/Civil 3D.

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

City of Edinburg Jackson Rd Hike & Bike – Project limits are from Canton to Chapin, 2.8 miles, first of its class in Edinburg. The project consisted of rest areas and parking areas, designed for future connectivity to other cities.

Subdivision Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.

Hector H. Garcia De Peña, PE, CFM

BS in Mechanical Engineering, University of Texas RGV – Edinburg, Texas
Registration: Texas Professional Engineer 150389
Certified Floodplain Manager 4241-22N

Mr. Garcia de Peña has three (5) years of experience and is ready to contribute to everything from minor site improvements to major, multi-site undertakings. He is skilled at Site Development with training in AutoCAD/Civil3D and Drainage Design. Mr. Garcia de Peña's attention to a project has provided successful, accurate and detailed project specifications. He verifies code compliance and regulatory integration while leading projects safely and smoothly to completion.

Mr. Garcia de Peña had the opportunity to gain firsthand knowledge of the requirements set forth by Hidalgo County Drainage District No. 1 for land development by reviewing over 300 drainage reports, conducting 15 inspections, and reviewing over 20 construction plans. In reviewing drainage reports, Mr. Garcia de Peña analyzed reports, maps, drawings, and photographs on soil composition, terrain, hydrological characteristics, run off calculations, Floodplain & Topographical Maps, and other data to determine feasibility of proposed projects and ensure all state and local government drainage requirements were met. He also prepared meetings with general contractors and engineering firms.

Mr. Garcia de Peña has been responsible for managing all Land Development submittals for Cameron County by creating workflows, templates, and application forms, attending meetings and site locations to gather data for projects, and work closely with the County Floodplain Administrator. He has participated in project design reviews and created engineering designs under supervision of licensed engineering professionals. Mr. Garcia de Peña has participated in the updating of the Cameron County Rules and Regulations for Subdivisions. He also assisted with project coordination, most notable SpaceX Facilities on Boca Chica

Jose Luis Garcia, Jr.

Certificate in Civil Drafting – South Texas College

Mr. Garcia offers over seventeen (17) years of civil drafting experience. He is proficient in the following:

- Autodesk Land Desktop
- MicroStation V8i (Select Serie 4)
- Microsoft Office
- Geo Viewer
- AutoTurn
- Civil 3D
- Trimble GPS Equipment

He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans. Mr. Garcia has also served as a survey technician and field crew member to perform boundary surveys. Currently Mr. Garcia is enrolled at Lone Star College Montgomery to assist him on becoming eligible to be a Professional Land Surveyor.

Certifications and Licenses

Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135.

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

SUPREME ENGINEERING, PLLC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-21135

Expiration Date
10/31/2024

Mr. Omar Cano, PE, CFM is a registered Professional Engineer in the State of Texas, License No. 120081.

PE LS
Texas Board of Professional Engineers and Land Surveyors

Number: 120081
Status: ACTIVE
Expires: 3/31/2024

OMAR CANO

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

Mr. Hector Garcia De Pena is a registered Professional Engineer in the State of Texas, License No. 150389.

PE LS
Texas Board of Professional Engineers and Land Surveyors
Number: 150389
Status: ACTIVE
Expires: 9/30/2024
HECTOR HERNAN GARCIA DE PENA
Texas Licensed Professional Engineer
Hector Garcia
Signature

Mr. Jose Luis Garcia, Jr. received a Certificate of Completion for Civil Drafting from South Texas College.

South Texas College

Hereby Certifies That

Jose Luis Garcia Jr.

Having completed the prescribed Course of Study is awarded this

Certificate of Completion
Civil Drafting

Conferred in McAllen, Texas with all the honors and privileges thereto appertaining
In Witness Whereof, we have hereunto affixed our signature and
Seal of the Institution on the tenth day of May, two thousand and eight.

SOUTH TEXAS COLLEGE

Irene M. Garcia
Chair, Board of Trustees

Dr. Shirley A. Reed
President

Section 4

References

CLIENT REFERENCES

In State References

Robert (Bobby) Salinas
City Manager | City of Alamo | 420 North Tower Road | Alamo, Texas 78516
956.787.0006 | bsalinas@alamotexas.org

Juan Pablo Terrazas, PE
Assistant City Manager | City of Mission | 1201 East 8th Street | Mission, Texas 78572
956.580.8650 | jpterrazas@missiontexas.us

Roberto Salinas, PE
General Manager | AGUA SUD | 3120 North Abram Road | Palmview, Texas 78572
956.585.2459 Ext. 101 | robertos@aguasud.com

David Suarez
Mayor | City of Weslaco | 255 South Kansas Avenue | Weslaco, Texas 78596
956.968.3181 | david.suarez@weslacotx.gov

Section 5

Insurance

INSURANCE CLAIMS

✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.

✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

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

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American	
INSURER B : Hiscox, Inc.	
INSURER C : Progressive Ins	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
135 Paseo del Prado Ste 7
Edinburg, 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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	y	y	PL F119674-00	11/11/23	11/11/24	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 $Included
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	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	 $ $ $
B	Professional Liability			ANE4911233.23	11/11/23	11/11/24	Claim/Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, TX 78539
Attn: City Manager

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

TIM

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Section 6

Professional Service Agreement

December 12th, 2023

Mardoqueo Hinojosa
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-001 – Project Management Services

Dear Mr. Hinojosa,

Supreme Engineering, PLLC (Supreme) has read the Professional Services Agreement. The firm will meet the prerequisite insurance requirement, and the firm, if selected, agrees to enter in to such agreement.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

Omar Cano, PE, CFM
President

Section 7

Contact Information

CONTACT INFORMATION

Primary Contact

Omar Cano, P.E., C.F.M.
President
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 272-2246
omar.cano@supremeengineering.com

Secondary Contact

Hector Garcia, PE, CFM
Project Engineer
135 Paseo del Prado Suite 7
Edinburg, TX 78539
(956) 403-1314
hector.garcia@supremeengineering.com

Section 8

Appendix A

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: Supreme Engineering, PLLC

Printed Name and Title: Omar Cano, President

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Supreme Engineering, PLLC
(Full, correct legal name)

- Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
- Telephone/Fax: (956) 403-1314
- Email address: omar.cano@supremeengineering.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? 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?

4 (years) 2 (months)

c. State the number of full-time employees at the Edinburg office. 7

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: Omar Cano
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
Telephone: (956) 272-2246
Fax: _____
Email: omar.cano@supremeengineering.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, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Omar Cano, the undersigned representative of

Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Omar Cano, the undersigned representative of Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

12/12/2023

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Omar Cano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Supreme Engineering,PLLC, 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 12 day of December 2023.

By:

Notary Public Maribel Romero

MARIBEL ROMERO
Notary Public, State of Texas
Comm. Expires 08-31-2027
Notary ID 132132832

My commission expires 08-31-2027

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.**

Supreme Engineering, PLLC

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.**

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

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:
2023-1103086

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.

Supreme Engineering, PLLC
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.

RFQ No. 2024-001
Project Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Omar Cano, and my date of birth is 10/09/1981.

My address is 2427 Seton St (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 12 day of December (month), 20 23 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2023

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

KKMT Insurance Group LLC
200 S Sugar Rd, Ste 3
Edinburg, TX 78539

CONTACT NAME: Tim Hruska
PHONE (A/C, No, Ext): 956-609-9460 FAX (A/C, No): 956-609-9462
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American	
INSURER B : Hiscox, Inc.	
INSURER C : Progressive Ins	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Supreme Engineering, PLLC
135 Paseo del Prado Ste 7
Edinburg, 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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	y	y	PL F119674-00	11/11/23	11/11/24	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 $Included
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$500 CSL $ $ $
	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	 $ $ $
B	Professional Liability			ANE4911233.23	11/11/23	11/11/24	Claim/Aggregate Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Edinburg
415 W University Dr
Edinburg, TX 78539
Attn: City Manager

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

TIM

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Printed by TIM on November 01, 2023 at 10:54AM

SUPREME
ENGINEERING

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND PROJECT MANAGEMENT CONSULTANT FOR PROJECT MANAGEMENT SERVICES PURSUANT RFQ NO. XXXX-XXX**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **PROJECT MANAGEMENT CONSULTANT** (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:

Address
City, State Zip Code
Attn.: Contact

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 _____, 202___.

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

PROJECT MANAGEMENT CONSULTANT

BY:_____
XXXXXXXXXX
President / Owner
XXX Address
City, State Zip Code
Phone: (xxx) xxx-xxxx
Email: xxxx@xxxxxx.com

Attachments: Exhibit "A" RFQ xxxx-xxx, Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND PROJECT MANAGEMENT CONSULTANT FOR PROJECT MANAGEMENT SERVICES PURSUANT TO RFQ NO. XXXX-XXX

EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND PROJECT MANAGEMENT CONSULTANT FOR PROJECT MANAGEMENT SERVICES PURSUANT TO RFQ NO. XXXX-XXX

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
RESOLUTION
Agenda Item No: 11.A.

1. **Agenda Item:**
Consider Resolution Creating a Downtown District Steering Committee. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Edinburg City Council considers the Edinburg Downtown Master Plan to be a very important document for future redevelopment of the proposed districts within the Downtown Master Plan study area. The City of Edinburg is working to improve the Downtown District which includes the two main thoroughfares, Closner Boulevard and University Drive.

City staff recommends creating a Steering Committee consisting of stakeholders from Hidalgo County, Edinburg Consolidated Independent School District, the University of Texas-Rio Grande Valley, the Edinburg Chamber of Commerce, the Museum of South Texas History, Edinburg 2040 Arts/Culture/Historic Preservation Committee and business owners within the Downtown District and function until such time as their final recommendations are submitted to the City Council.

3. **Staff's Recommendation:**
Approve Resolution Creating a Downtown Steering Committee.

Reviewed by:

Prepared by:
Clarice Balderas, City Secretary

Attachments:
A. Resolution: Downtown District Steering Committee

RESOLUTION NO: _____

THE STATE OF TEXAS	§	Consider Resolution Creating a Downtown District
COUNTY OF HIDALGO	§	Steering Committee
CITY OF EDINBURG	§	

WHEREAS, the Edinburg City Council considers the Edinburg Downtown Master Plan to be a very important document for future redevelopment of the proposed districts within the Downtown Master Plan study area.; and,

WHEREAS, The City of Edinburg is working to improve the Downtown District which includes the two main thoroughfares, Closner Boulevard and University Drive; and,

WHEREAS, the Downtown District is a designation that refers to Edinburg's historic downtown square and its immediate surrounding area; and,

WHEREAS, the Downtown District 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; and,

WHEREAS, it is deemed advisable by the City Council of the City of Edinburg, Texas, to create a committee to make recommendations to the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG TEXAS THAT:

The Downtown District Steering Committee:

1. Shall consist of stakeholders from Hidalgo County, Edinburg Consolidated Independent School District, the University of Texas-Rio Grande Valley, the Edinburg Chamber of Commerce, the Museum of South Texas History, Edinburg 2040 Arts/Culture/Historic Preservation Committee and business owners within the Downtown District and function until such time as their final recommendations are submitted to the City Council.

2. Shall identify the areas of ownership and zoning, finance and economic development, community use, compare similar communities and conduct community outreach practices.

3. Shall provide innovative ideas and activities for the future redevelopment of the Downtown District.

READ, CONSIDERED, PASSED and APROVED 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 to V.T.C.A., Government Code, Section 551.041, on this the 16th day of January, 2024.

CITY OF EDINBURG

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm P. C.

BY: _____
Omar Ochoa
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.A.
Disposition of Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 26 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Consider Authorizing the Disposition of Approximately 26 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2022-2023 DISPOSITION OF RECORDS
B. Disposition of Records Laws

DISPOSITION OF RECORDS FOR FY 2023-2024
PRESENTED TO CITY COUNCIL ON JANUAY 16, 2023

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
	MUNICIPAL COURT						
1	9184	Juvenile Case Managers	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
2	9186	Show Cause Capias Docket	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
3	9187	Show Cause Docket Deferral/DSC	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
4	9188	Miscellaneous Case Papers	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
5	9395	Finalized Cases #/C/Ct/E	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
6	9396	Finalized Cases E Tickets	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
7	9397	Finalized Cases E Tickets	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
8	9398	Finalized Cases E Tickets	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
9	9399	Finalized Cases E/E2	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
10	9737	Magistrations A – Q, Prisoner Jail Log	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
11	9738	Magistrations R – Z Bond Reductions	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
12	9961	Miscellaneous #3	10/2017 - 12/2018	5	Criminal Case Papers	LC2350-04a	12/2023

13	9963	Miscellaneous #4, Search Warrants, Emergency Protective Orders, Bond Reductions , Interlock Conditions	12/2018	5	Criminal Case Papers	LC2350-04a	12/2023
	FINANCE						
14	10747	Daily Cash Reports	12/2020	3	Accounts Receivable Records	GR1025-27	12/2023
15	10748	Daily Cash Reports	12/2020	3	Accounts Receivable Records	GR1025-27	12/2023
	PARKS & RECREATION						
16	10249	Budget Reports	01/2019 - 12/2020	3	Budget Documents	GR1025-04	12/2023
17	10921	Incode Receipts, Online Registration Accounts	12/2020	3	Accounts Receivable Records	GR1025-27a	12/2023
18	10918	Recreation Class Registration	12/2021	2	Correspondence Records	GR1000-26a	12/2023
	PUBLIC WORKS						
19	10527	Vehicle Inspections Reports	2019 - 9/2020	3	Maintenance & Repairs	GR1075-15	09/2023
	GRANTS ADMINISTRATION						
20	9193	Grant Development Records	12/2018	5	Grant Development Administration Records	CR1025-08a	12/2023
21	8502	CDBG Program Administration 38th Program Year B-12-MC-48-0503	2015 -12/2018	5	Grant Development Administration Records	CR1025-08a	12/2023
	BUILDING SAFETY						
22	9965	Building Permit Application for permits granted	2016 - 12/2018	5	Building Permit Applications	PW5250-01a	12/2023
23	10933	Building Permit Application, not granted	12/2021	2	Building Permit Applications	PW5250-01b	12/2023
	CITY SECRETARY						
24	9819	Application for Certificate Copy of Birth and Death Certificate	12/2020	3	Records of Issuance of Birth & Death Certificates	CC1325-08a	12/2023

POLICE DEPT						
8221	Second & Third Degree Felonies	10/2013 - 12/2013	10	Offense Investigation Records	PS 4125-05b	12/2023
UTILITY ADMINISTRATION						
10819	Bid No. 2020-03 Annual Water Plant Chemicals	10/2019 - 12/2020	3	Bid Documents	GR1075-01a	12/2023

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.B.
Approval of City Council Meeting Minutes

1. **Agenda Item:**
Consider Approving the City Council Minutes for the following: 2023 Regular Meeting: November 02, 2023 and November 21, 2023 and 2023 Special Meeting: November 15, 2023. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:
City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, "yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council."

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required "(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken."

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. "The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body's chief administrative officer or the officer's designee."

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city's website at: www.cityofedinburg.com.The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. **Staff's Recommendation:**
Approve the City Council Minutes for the following: 2023 Regular Meeting: November 02, 2023 and November 21, 2023 and 2023 Special Meeting: November 15, 2023.

Reviewed by: **Prepared by:**

Clarice Balderas, City Secretary

Maria Ortiz, Administrative Assistant

Attachments:

A. 11022023CCRM Minutes
B. 11212023CCRM Minutes
C. 11152023CCSM Minutes

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 02, 2023
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
David White	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Johnny Garcia	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:
None

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Reverend Rick Ziesmer, Life Ministries Church.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 27, 2023 at 6:15 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

City Attorney Omar Ochoa asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing November 6-10, 2023 as Municipal Court Week. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Judge Hector Bustos, thanked the Council and city management for all the support, the resources needed to function and for the recognition. He stated the municipal court only functions because of the team effort and great job of the municipal court staff. Judge Bustos thanked the municipal court staff for all their work and dedication.

Maribel Velasquez, Court Administrator, stated Municipal Court Week is a reminder of the role the municipal court plays in the judicial system and the time to recognize the excellent staff working at the Municipal Court, their hard work and dedication is greatly appreciated. She stated Municipal Court would not be able to move in the direction it has been if not for the job they do. Ms. Velasquez said the job is not easy but it is very rewarding at the end. Ms. Velasquez stated the Municipal Court has been very proactively promoting and celebrating public safety and quality of life. She extended an invitation to everyone to get to know the Municipal Court staff with Coffee and Donuts on November 6, 2023 at 10:00 a.m. at the Edinburg Municipal Court.

Mayor Ramiro Garza, Jr. thanked Judge Bustos, Maribel Velasquez and the entire Municipal Court staff for all their work.

B. Presentation of Proclamation Recognizing November 4, 2023 as Arbor Day. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary, read the proclamation aloud.

Jaime Acevedo, Director of Planning and Zoning, thanked the Council for the recognition and stated the City of Edinburg has previously been a Tree City USA Designee, however with the retirement of Forester Ed Kupler that designation was not kept up. Mr. Acevedo stated the city now has Leonel Duran an ISA Arborist on staff who will work with staff to bring the Tree City USA Designation back to the City of Edinburg. Mr. Acevedo invited everyone to a community tree-planting event at the Escandon City Park on Friday, November 3, 2023 at 5:45 p.m., made possible by the Apache Tree Grant program. He stated in addition to the planting of 30 trees they would be giving away 150 five-gallon shade trees at a first come basis.

5. PUBLIC COMMENTS

Myra L. Ayala, City Manager: Ms. Ayala informed the Council and the public the city was working on a joint meeting with the Edinburg City Council and the Edinburg Economic Development Corporation Board of Directors for November 15, 2023 at 6:00 p.m. at Edinburg City Hall.

Javier Garza, Director of Parks and Recreation: Mr. Garza stated he too would like

to invite the City Council to attend the Tree Planting event. Mr. Garza informed everyone that the Capable Kids Foundation awarded the Inclusion Award to the Parks and Recreation Department. He stated they were recognized for the many programs involving Capable Kids like the dance studios, the gyms and the golf inclusion programs. Mr. Garza also invited the Council to help kick off "Edinburg Cares;" he said he they were working with the Edinburg CISD and all forty-five schools would help identify the families that need a little help celebrating Thanksgiving. He stated Edinburg Cares was taking place on November 20, 2023.

Magdiel Castle Assistant Director of Cultural Arts: Mr. Castle invited everyone to come out and enjoy the annual Veterans Parade on Saturday, November 4, 2023 at 10:00 a.m. He asked everyone lineup along Closner Blvd. also known as the Blvd. of Heroes to commemorate this occasion and honor our Veterans. He stated street closure would starts at 9:30 a.m. the parade will run from Mark S. Pena Drive and end on Cano Street.

Fern McClaugherty: Ms. McClaugherty asked the Council to stop spending and make a better effort deciding between a need and a want. She said it is important that the Council get a sense of what is happening in the community, Ms. McClagherty asked the Council if they were aware the CVS on McColl and University was closed. She stated there are multifamily homes renting out rooms, and she said the busing system would be nonexistent if not for federal funding. Ms. McClaugherty stated the interest rate on a six-month certificate of deposit is 5.5% meaning the cost of borrowing money is through the roof. She stated with the increased cost of goods and services local taxing bodies need to be more selective when spending public funds especially in a high poverty area. She said the most important function of the government is to provide public safety to the community and beyond that, it is equal treatment under the law there should be no exemptions or variances other than for public safety. Ms. McClaughtery stated the county sold $380 million in bonds on the basis that the interest rate would never be this low, it does not matter that not all the money was used on the courthouse the public will still have to pay for it when property taxes are billed. Ms. McClaugherty asked those that have not yet voted, vote for the one hundred thousand dollar homestead, if you own a home valued at one hundred thousand dollars or less you would not have to pay school taxes. Ms. McClaugherty stated the school district has a Tax Ratification Election and she asked the people vote no, with this the school district would take three cents of the one hundred thousand dollars the people are getting a break on totaling $6.7 million a year forever. Ms. McClaugherty asked the Council consider the places that have been on the news and all the arrests when discussing the Redemption Machine Ordinance in Executive Session.

There were no further Public Comments.

6. ORDINANCES

A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.071

and Section 30.072. [Belinda Torres, Director of Human Resources]

MOTION: Councilmember Johnny Garcia to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.071 and Section 30.072.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Belinda Torres, Director of Human Resources addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.022. [Belinda Torres, Director of Human Resources]

MOTION: Councilmember Johnny Garcia to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.022.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion, Belinda Torres; Director of Human Resources addressed the Council's question.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.055 Certification Pay by Adding Section 30.055 Subsection (H) Certification Pay. [Belinda Torres, Director of Human Resources]

MOTION: Councilmember Johnny Garcia to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.055 Certification Pay by Adding Section 30.055 Subsection (H) Certification Pay.
SECOND: Mayor Pro Tem David White Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

D. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.055, Certification Pay by Amending Section 30.055 Subsection (F) Certification Pay. [Belinda Torres, Director of Human Resources]

MOTION: Councilmember Johnny Garcia to Approve an Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.055, Certification Pay by Amending Section 30.055 Subsection (F) Certification Pay.
SECOND: Mayor Pro Tem David White Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

7. AWARDING OF BIDS

A. Consider Approving Change Order No. 1 for the Installation of Two Pre-Manufactured Bridges at Ebony Hills Golf Course to Renoworks Facility Solutions, LLC for an Amount Not to Exceed $29,700.00 and Authorize the City Manager to Execute Any

Documents Related thereto. [Tomas D. Reyna, Assistant City Manager]
MOTION: Councilmember Daniel "Dan" Diaz to Approving Change Order No. 1 for the Installation of Two Pre-Manufactured Bridges at Ebony Hills Golf Course to Renoworks Facility Solutions, LLC for an Amount Not to Exceed $29,700.00 and Authorize the City Manager to Execute Any Documents Related thereto.
SECOND: Councilmember Johnny Garcia

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the Purchase of Two (2) 2023 Harley-Davidson FLHTP Electra Glide Motorcycles with Emergency Equipment from Longhorn & Maverick HarleyDavidson through the Texas Local Government Purchasing Cooperative (BuyBoard), in the Amount of $92,435.22. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem David White to Approve Authorizing the Purchase of Two (2) 2023 Harley-Davidson FLHTP Electra Glide Motorcycles with Emergency Equipment from Longhorn & Maverick HarleyDavidson through the Texas Local Government Purchasing Cooperative (BuyBoard), in the Amount of $92,435.22.
SECOND: Councilmember Johnny Garcia

There was discussion. Jaime Ayala, Chief of Police addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

8. CONTRACTUAL

A. Consider Authorizing the City Manager to Enter into a Interlocal Cooperation Agreement Between the City of Edinburg and the University of Texas at Rio Grande

Valley (UTRGV) for Smart Policing and Artificial Intelligence Initiative. [Jaime Ayala, Police Chief]

MOTION: Mayor Pro Tem David White to Approve Authorizing the City Manager to Enter into a Interlocal Cooperation Agreement Between the City of Edinburg and the University of Texas at Rio Grande Valley (UTRGV) for Smart Policing and Artificial Intelligence Initiative.
SECOND: Councilmember Johnny Garcia

There was discussion. Jaime Ayala, Chief of Police addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

9. OTHER BUSINESS

A. Future Items Requested by City Council. (Myra L. Ayala, City Manager)

Councilmember Daniel "Dan" Diaz requested an Item to consider forming a Committee to look at the East side issues and revitalization.

Councilmember Jason De Leon would like staff to look into what improvements are needed and can be done to Chapin Road.

10. CONSENT AGENDA

A. Consider Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2022-2023 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation (TxDOT) Aviation Division, whereby the City of Edinburg May be Eligible for up to $90,000.00 State Funded Match of Eligible Airport FY2024 Budgeted Maintenance and Projects Expenditures. [Eddie Velarde, Director of Aviation]

MOTION: Mayor Pro Tem David White to Approve Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2022-2023 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation (TxDOT) Aviation Division, whereby the City of Edinburg May be Eligible for up to $90,000.00 State Funded Match of Eligible Airport FY2024 Budgeted Maintenance and Projects

Expenditures.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

B. Consider Approving the City Council Minutes for the following: 2023 Regular Meetings: August 15, 2023, September 05, 2023 and September 19, 2023. [Clarice Y. Balderas, City Secretary]

MOTION: Mayor Pro Tem David White to Approve Approving the City Council Minutes for the following: 2023 Regular Meetings: August 15, 2023, September 05, 2023 and September 19, 2023.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the Disposition of Approximately 152 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]
MOTION: Mayor Pro Tem David White to Approve Authorizing the Disposition of Approximately 152 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.
Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, and Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

11. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to Convene Into Executive Session.
SECOND: Mayor Pro Tem David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr, Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 6:29 p.m.

OPEN SESSION

MOTION: Councilmember Johnny Garcia to Reconvene Into Open Session.
SECOND: Councilmember Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 7:52 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney and Possible Action Regarding Interlocal Agreement. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Consultation with City Attorney Regarding Amusement Redemption Machine Ordinance. (§551.071. Consultation with Attorney; Closed Meeting)
No Action

C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

D. Consultation with City Attorney and Possible Action Regarding Economic Development Agreement with Burns Brothers, LTD. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

Mayor Ramiro Garza, Jr. thanked the Crew of the USS Freddy Gonzalez for the caps to commemorate their visit to the City of Edinburg. He stated the crew would be in town for the next few days and invited everyone an event at the American Legion Post 408 and the Veterans Day Parade and show their support for the crew.

12. ADJOURNMENT

MOTION: Councilmember Johnny Garcia to Adjourn the meeting.
SECOND: Mayor Pro Tem David White

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: Mayor Pro Tem David White
ABSTAIN: None
The motion to Approve carried.
Mayor Ramiro Garza, Jr. Adjourned the meeting 7:53 p.m.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 21, 2023
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

David White	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Kevin D. Pagan	Sitting in for the City Attorney
Omar Ochoa	City Attorney (Via Zoom)

ABSENT:

Ramiro Garza, Jr.	Mayor

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Councilmember Daniel "Dan" Diaz.
B. Pledge of Allegiance by Mayor Pro Tem David White.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 17, 2023 at 7:50 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Attorney Kevin D. Pagan asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PROCLAMATIONS/RECOGNITIONS

A. Presentation Recognizing Johnny Garcia for His Dedication and Years of Public Service on the Edinburg City Council. [Clarice Y. Balderas, City Secretary]
City Secretary Clarice Y. Balderas read the proclamation aloud.

Mayor Pro Tem David White thanked Johnny Garcia and stated it was a pleasure serving with him for the last four years. He stated they did many good things, and Johnny's heart was in the right place for the city.

Councilmember Daniel "Dan" Diaz stated when he first was appointed into the Council Johnny invited him to his office and shared a lot of insight being that he had a two year head start. Johnny has a lot of background with the people in the city. He thanked Mr. Garcia for all the guidance he gave and for serving the community.

Councilmember David Salazar, Jr. thanked Johnny Garcia for everything he has done for the city, for his continued efforts and support and most importantly for being a friend that he can reach out to and always count on.

Councilmember Jason De Leon, thanked Johnny Garcia for everything he has done, he stated sitting with Mr. Garcia on the Council for the past two years has been a pleasure. Councilmember Jason De Leon stated one of the things he loves about the sport of wrestling is that win, lose or draw it does not matter, you always shake your opponent's hand and Johnny on the day Councilmember Salazar was elected Mr. Garcia was present at the meeting and he shook Mr. Salazar's hand. That just shows the integrity that Johnny Garcia has and for showing the community just how important that is. Councilmember Jason De Leon asked everyone to join him and wish Johnny Garcia a Happy Birthday.

Johnny Garcia thanked everyone for the recognition and said he believes no one has ever had this kind of recognition for leaving office. This just shows the kind of partnership, and the dedication they all have to serve the community. Mr. Garcia stated they serve the community with one goal and that is to make the City better than what it was before. It is all about having the quality of life. Mr. Garcia said he and Councilmember Salazar spoke before the race, during the race, and after the race. He said it is not about who is seated it is about keeping the City moving forward in the direction it needs to go to continue to share the quality of life with the people presently living in the city, and for the future children. That everyone can see that it does not matter what leaders are seated, they are there representing the entire community, and that it continues to grow as one family, one unity.

B. Presentation of Proclamation Recognizing the Edinburg Police Department Centennial Celebration. [Clarice Y. Balderas, City Secretary]
City Secretary Clarice Y. Balderas read the proclamation aloud.

Jaime Ayala, Chief of Police stated 100 years ago they had the first Police Department in the City of Edinburg. He said forty years ago was the first time they did the commemoration of anything with a black and white book, now they are at the 100 years mark. Chief Ayala said they would not have been able to do the things they have accomplished without a supportive community, supportive boss, and a supportive Council. He stated they offered a commemorative badge that they will wear the rest of the year and going into next year. Chief Ayala stated they offered a gift for Mayor and Council in commemoration of 100 years of the Edinburg Police Department with a badge, lucid of a paperweight type and a commemorative coin. Police Chief Jaime Ayala said they appreciated the support they have been given throughout time and they look forward to continue to police the community. He said they know that together they will be able to do great things in Edinburg.

Mayor Pro Tem David White stated Chief Ayala served under Chief Gonzalez the first Chief appointed and the City of Edinburg Police Department has come a long way. Mayor Pro Tem White said when he started with the Edinburg Police Department in 1991, and there were times they would respond to calls in Animal Control trucks because those were the vehicles that were left and they would drive whatever would roll that night. He stated Edinburg started making changes in their Police Department and they have since come a long way and from the beginning. The Edinburg Police Department has been very professional and they have always done the best job they could with the resources they have. Mayor Pro Tem David White said Chief Ayala has kept up that tenure, although the finances are a lot better than what it was in different times like those that Sergeant Sandoval talked about responding with the light tower, when it was lit up that is how they knew to find a call. Mayor Pro Tem David White stated Edinburg is a great city, and asked that they please keep up the great work they do.

Councilmember Daniel "Dan" Diaz stated they could talk about structure, streets, buildings, but it means nothing if they do not have law and order. He said he has always been proud working alongside the Police Department and he continues to say it takes a special kind of person to run towards the fire instead of away. Councilmember Diaz stated as long as he is here he will support the Police Department in any way he could and he thanked them for their dedication and for towing that line every day.

C. Presentation of Proclamation Recognizing November 12-18, 2023 as Nurse Practitioner Week. [Clarice Y. Balderas, City Secretary]

City Secretary Clarice Y. Balderas read the proclamation aloud.

Aaron, Nurse Practitioner thanked the Council for the support and recognition. He stated the role of Nurse Practitioner started in 1960, to create access to care for pediatrics. The first graduating court was in 1965 and sixty some odd years later Nurse Practitioners are still here addressing the needs of patients making Health Care more accessible. There are 385,000 Nurse Practitioners in the country, 40,000 in the State of Texas and they will continue addressing the community's Healthcare needs.

Councilmember Daniel "Dan" Diaz stated, to become a Nurse Practitioner you must first be a Registered Nurse continue going to school and get a Masters Level of Nurse Practitioner. He said if it were not for the Nurse Practitioner level some areas would have zero healthcare because doctors cannot be everywhere, Nurse Practitioners have a lot of autonomy to diagnose and treat.

5. PUBLIC COMMENTS

Jesus Mendoza (Via Phone): Mr. Mendoza requested city officials place into context and indications that require doctors within the City of Edinburg get training on Environmental Medicine. He stated Electoral and Chemical Hypersensitivity is very painful, debilitating and life threatening, which are aggravated by exposure to even low levels of wireless microwave radiation, chemicals and fumes commonly found in the environment. Mr. Mendoza stated it is estimated that without knowing more than 115 million Americans are suffering symptoms. According to experts, the dramatic increase of people with EHS was caused by the massive deployment of powerful and harmful military grade wireless microwave technology and by increased exposure to live mercury, arsenic and other environmental factors. He stated without expertise and the principles of testing Environmental Medicine most cases go undiagnosed.

Fern McClaugherty: Ms. McClaugherty was present to ask the Council to stop spending, she said she keeps asking in hopes that someone starts asking questions about the Council's performance. Ms. McClaugherty stated last week this Council conducted an Executive meeting concerning Santana, one of the City's great investments. After several years of nonpayment, it revised the contract extending the loan; the City could have foreclosed but never did. To get the property back the negotiation with the IRS starts at $15 Million, but why not a different approach. They should allow a private company with the financial resources to satisfy the IRS and purchase the property, resulting in the City having a new investor in the community at no cost to the people. Ms. McClaugherty said some members of this Council supported the creation of the hospital district at a starting rate of eight cents but could have gone to up to seventy-five cents. She said San Antonio also approved the creation of a hospital district and it is now at 27.63 cents, the same as the Bexar County tax rate. She stated the people of Hidalgo County dodged a bullet that day, point being that allowing everyone to financially improve is a better way of getting public support. Ms. McClaughtery stated the anticipated spending is why the tax rate could not be lowered, especially when adding the costs to the public and matching it to political contributions. Within the next few years they are going to see another election including the Mayor so they can expect an increase of ideas on how to spend more and get less. It is better to discuss project in public and show people the benefit, as well as the cost.

Ronnie Larralde, Executive Director, Edinburg Chamber of Commerce: Mr. Larralde thanked the Council for their support and stated he would like to invite everyone to shop Small Business during the holiday. He stated in partnership with American Express for Small Business Saturday, they got everyone covered traditionally

and digitally. He said they have a list of Edinburg Businesses participating in Small Business Saturday. Mr. Larralde said there are 30 participants signed up offering coupons, which can be found in the newspaper and online at Edinburg.com or on the Edinburg Chamber of Commerce Facebook page. Mr. Larralde stated they extended the partnership with the Small Business Community and have asked them to extend this for six weeks into December 31, 2023. He encouraged everyone to visit a restaurant, a boutique and shop Small.
There were no further Public Comments.

6. PUBLIC HEARINGS-SPECIAL ITEMS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture Open Space (AO) District to Residential Primary (RP) District, Being a 0.90 acre of land out of Lot 1, Section 245, Texas Mexican Railway Company's Survey, located at 3430 West Mile 17 ½ Road, as Requested by Frank and Itzel Castillo. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]
Mayor Pro Tem David White declared the hearing open for public comments at 6:36 p.m. There being no comments, Mayor Pro Tem David White declared the hearing closed at 6:36 p.m.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Rezoning Request from Agriculture Open Space (AO) District to Residential Primary (RP) District, Being a 0.90 acre of land out of Lot 1, Section 245, Texas Mexican Railway Company's Survey, located at 3430 West Mile 17 ½ Road, as Requested by Frank and Itzel Castillo.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and Further Being all of that Certain Called

9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Being Located at 17000 North I-69C, on Behalf of the City of Edinburg. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Mayor Pro Tem David White declared the hearing open for public comments at 6:37 p.m. There being no comments, Mayor Pro Tem David White declared the hearing closed at 6:38 p.m.

MOTION: Councilmember Jason De Leon to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 50.493 Acres of Land in the Juan Jose Balli Survey, Abstract Number 29, Hidalgo County, Texas and Being a Portion of the San Salvador Del Tule Grant, a Subdivision Record According to the Map or Plat Thereof Recoded in Volume 10, pages 58-60, Map Records of Hidalgo County, Texas and Further Being all of that Certain Called 9.65 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575056, Official Records of Hidalgo County, Texas and the Remainder of that Certain Called 34.46 Acres of Land Conveyed to the City of Edinburg, as Described in Document Number 1997-575057, Official Records of Hidalgo County, Texas, and a Portion of F.M. Highway 490 Right of Way, Being Located at 17000 North I-69C, on Behalf of the City of Edinburg.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem David White, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 600.885 Acres of Land In The Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being a Poriton of the San Salvador Del Tule Grant, Located at 15600 North Interstate 69C, on Behalf of the City of Edinburg. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

Mayor Pro Tem David White declared the hearing open for public comments at 6:38

p.m. There being no comments, Mayor Pro Tem David White declared the hearing closed at 6:39 p.m.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Industrial, General (IG) District, 600.885 Acres of Land In The Juan Balli Survey, Abstract Number 290, Hidalgo County, Texas and Being a Poriton of the San Salvador Del Tule Grant, Located at 15600 North Interstate 69C, on Behalf of the City of Edinburg.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Jaime Acevedo, Director of Planning and Zoning addressed the Council's questions.

Mayor Pro Tem David White, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 2, Tierra Del Valle Subdivision, Located at 4105 East Lopez Drive, as Requested by Enrique Jr. and Summer Alvarez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]
Mayor Pro Tem David White declared the hearing open for public comments at 6:41 p.m. There being no comments, Mayor Pro Tem David White declared the hearing closed at 6:41 p.m.

MOTION: Councilmember to Approve the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 2, Tierra Del Valle Subdivision, Located at 4105 East Lopez Drive, as Requested by Enrique Jr. and Summer Alvarez.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.

NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

7. PUBLIC HEARING

A. Hold Public Hearing and Consider the Ordinance Providing for the Renaming of Brandi Lane, a Private Road in Stonebrook Estates Subdivision to Terrica Lane, as Requested by Erica Canales. [Jaime Acevedo, Director of Planning & Zoning]
Mayor Pro Tem David White declared the hearing open for public comments at 6:42 p.m.

Terry Canales, stated TEREK LLC. is a $35 million dollar apartment complex/urban living development that will have a commercial component. He stated they are finishing phase one, the leasing office will be open in mid-January with construction completion in February. Mr. Canales stated they researched as to why the name was changed to Brandy Lane; he believes the developer named it after a family member. Mr. Canales stated that for the convenience of the residents to being able to easily identify and give people the address and it lead to the development, he asked that the Council approve their request.

There being no further comments, Mayor Pro Tem David White declared the hearing closed at 6:45 p.m.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinance Providing for the Renaming of Brandi Lane, a Private Road in Stonebrook Estates Subdivision to Terrica Lane, as Requested by Erica Canales.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

8. VARIANCES

A. Consider Variance Requests to the City's Unified Development Code: 1) Section 5.203-1 Right-of-Way & Paving Width and 2) Section 5.209 Sidewalks, for RG Estates Phase

IV Subdivision, Being a 6.00 Acre Tract out of Lot 10, Block 23, Santa Cruz Gardens No. 2, Located at 4217 Benito A. Ramirez Road, as Requested by Quintanilla Headley & Associates Inc. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Requests to the City's Unified Development Code: 1) Section 5.203-1 Right-of-Way & Paving Width and 2) Section 5.209 Sidewalks, for RG Estates Phase IV Subdivision, Being a 6.00 Acre Tract out of Lot 10, Block 23, Santa Cruz Gardens No. 2, Located at 4217 Benito A. Ramirez Road, as Requested by Quintanilla Headley & Associates Inc.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning and Zoning, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

B. Consider Variance Requests to the City's Unified Development Code: 1) 3.102-1 Single-Family Detached Lot and Building Standards, Side Yard Setbacks and 2) 3.102-1 Single-Family Detached Lot and Building Standards, Lots Widths, for Imperio Trails Subdivision, Being a 43.77 Acres Tract Out of Lot 15, Block 1, John Closner Et al. Subdivision, Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Variance Requests to the City's Unified Development Code: 1) 3.102-1 Single-Family Detached Lot and Building Standards, Side Yard Setbacks and 2) 3.102-1 Single-Family Detached Lot and Building Standards, Lots Widths, for Imperio Trails Subdivision, Being a 43.77 Acres Tract Out of Lot 15, Block 1, John Closner Et al. Subdivision, Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning and Zoning, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz,

Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

9. ORDINANCES

A. Consider Ordinance Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

10. AWARDING OF BIDS

A. Consider Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 698-23 in the Amount of $281,843.00. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the Purchase of Police Officer Apparel and Equipment from Galls, LLC., Through the Texas Local Government Purchasing Cooperative BuyBoard Contract No. 698-23 in the Amount of $281,843.00.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC through Sourcewell, Per Unit Price Listed.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

D. Consider Authorizing the Purchase of Rescue and Extrication Tools, from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed $36,954.00. [Omar Garza, Fire Chief]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the Purchase of Rescue and Extrication Tools, from Municipal Emergency Services Through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract No. 698-23, in the Amount not to Exceed $36,954.00.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Omar Garza, Fire Chief, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

11. CONTRACTUALS

A. Consider Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1 and the Participating Agency/Employer. [Omar Garza, Fire Chief]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the City Manager to Enter into a Memorandum of Understanding Between the City of Edinburg and the Texas Engineering Extension Service, the Sponsoring Agency of Texas A&M Task Force 1 and the Participating Agency/Employer.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Omar Garza, Fire Chief, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

B. Consider Authorizing the City Manager to Enter Into Job Task Order No. 8 with Raba Kistner, Inc., for Material Testing Services for the North 281 Elevated Water Storage Tank for an Amount Not to Exceed $40,815.26 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into Job Task Order No. 8 with Raba Kistner, Inc., for Material Testing Services for the North 281 Elevated Water Storage Tank for an Amount Not to Exceed $40,815.26 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

C. Consider Authorizing the City Manager to Execute a Development Agreement Between the City of Edinburg and Red Rock Real Estate Development Group, LTD, Pursuant to Section 212.172 of the Texas Local Government Code, for a 28.352 Acres Tract of Land Being a Part or Portion of Lots 1, 2, and 3, Poco Bueno Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 15, Page 20, Map Records, Hidalgo County, Texas, and a Part or Portion of Lots 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County , Texas. As Requested by Quintanilla, Headley and Associates, Inc. Engineering on Behalf of Red Rock Real Estate Development Group, LTD. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the City Manager to Execute a Development Agreement Between the City of Edinburg and Red Rock Real Estate Development Group, LTD, Pursuant to Section 212.172 of the Texas

Local Government Code, for a 28.352 Acres Tract of Land Being a Part or Portion of Lots 1, 2, and 3, Poco Bueno Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof Recorded in Volume 15, Page 20, Map Records, Hidalgo County, Texas, and a Part or Portion of Lots 15, Section 270, Texas-Mexican Railway Company's Survey, Hidalgo County , Texas. As Requested by Quintanilla, Headley and Associates, Inc. Engineering on Behalf of Red Rock Real Estate Development Group, LTD.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

12. ECONOMIC DEVELOPMENT

A. Consider Approval of Edinburg Economic Development Corporation (EEDC) Budget Amendments for Fiscal Year 2023-2024. [Raudel Garza, Edinburg Economic Development Corporation Executive Director]

MOTION: Councilmember David Salazar, Jr. to Approve Approval of Edinburg Economic Development Corporation (EEDC) Budget Amendments for Fiscal Year 2023-2024.
SECOND: Councilmember Daniel "Dan" Diaz

There was discussion. Raudel Garza, Edinburg Economic Development Corporation Executive Director, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

13. RESOLUTIONS

A. Consider Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Amending Jackson Road from Chapin Street to Monte Cristo Road. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Resolution Amending the Rio Grande Valley Metropolitan Planning Organization Thoroughfare Plan Amending Jackson Road from Chapin Street to Monte Cristo Road.
SECOND: Councilmember David Salazar, Jr.

There was discussion. Mardoqueo Hinojosa, P.E., CFM, City Enineer, addressed the Council's questions.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

B. Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Jason De Leon to Cast 20 votes to Albert Cardenas and 160 votes to Richard A. Garza for the Candidates to the Hidalgo County Appraisal District's Board of Directors for 2024-2025.
SECOND: Councilmember Daniel "Dan" Diaz

Fern McClaugherty stated at least this Council knows you can break up your numbers, but have you checked to see how long they have been on this Board? Eddie Betancourt four years, Albert Cardenas a mere nine years, Richard A. Garza over 30 years and you and all the taxing entities keep appointing him on the Board, why? Then you have a new person, Joe D. Olivarez, four years and another person by the name Armando Requenez he has been there twenty-eight years. She asked how the Council could do this year after year and continue to put the same members, can you help the taxpayers figure out what is going on, because there has to be something there when someone can be on a Board that long over 30 years and 28 years. Does this Council ever check and ask amongst yourselves.

Councilmember Daniel "Dan" Diaz stated this is like a precinct chair, where only certain people get involved or run for those positions and the Council is given a list of names to choose from.

Mayor Pro Tem David White stated he is one to support Edinburg people and if given the chance to put someone on a Board that could represent the City of Edinburg he will continue to do that. He said maybe they need to get more people from the City of Edinburg more involved.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

14. APPOINTMENTS

A. Consider 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. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Jason De Leon to Appoint Roland Gomez to the Airport Advisory Board of South Texas International Airport of Edinburg.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Appoint Cynthia Reyes to the Charter Review Committee.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

B. Appointment of a Member of the Edinburg City Council as Mayor Pro Tem. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Jason De Leon to Appoint Councilmember Daniel "Dan" Diaz as Mayor Pro Tem.
SECOND: Mayor Pro Tem David White

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

C. Consider Appointment of City of Edinburg Council Member as Designated Board Member, and Designated Alternate Board Member to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Amigos Del Valle Board of Directors. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel "Dan" Diaz to Appoint Mayor Ramiro Garza, Jr. as designated Board Members to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Councilmember David Salazar, Jr. as designated Board Member to Amigos Del Valle Board of Directors.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**

ABSTAIN: None
The motion to Approve carried.

MOTION: Councilmember Jason De Leon to Appoint Mayor Pro Tem Daniel "Dan" Diaz as Designated Alternate Board Members to the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors and Amigos Del Valle Board of Directors.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried

15. CONSENT AGENDA

A. Consider Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement Between the Hidalgo County Community Service Agency and the City of Edinburg as Requested by Mr. Jaime Longoria Executive Director, of the Hidalgo County Community Service Agency. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Renewal of the Lower Income Household Water Assistance Program (LIHWAP) Water Provider Agreement Between the Hidalgo County Community Service Agency and the City of Edinburg as Requested by Mr. Jaime Longoria Executive Director, of the Hidalgo County Community Service Agency.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None

The motion to Approve carried.

16. OTHER BUSINESS

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

Mayor Pro Tem David White would like to go over the political signage codes not being enforced, he would like the codes to either be enforced or do away with them.

Councilmember Daniel "Dan" Diaz stated he would like to entertain an advertising sign at the entrance to the City of Edinburg.

17. EXECUTIVE SESSION

MOTION: Councilmember Daniel "Dan" Diaz to convene into Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

Mayor Pro Tem David White convened into Executive Session 7:10 p.m.

OPEN SESSION

Mayor Pro Tem David White Reconvened into Open Session at 9:04 p.m. and stated no action was taken in Executive Session.

A. Consultation with City Attorney Regarding Changes to Planning Laws. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

B. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property related to Project Swap. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember Daniel "Dan" Diaz to Approve Authorizing the City

Manager to enter into a Letter of Intent as it relates to Project Swap as discussed in Executive Session.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

C. Consultation with City Attorney and Possible Action Regarding Construction Contract. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

D. Discussion and Possible Action Regarding Ratification of EEDC Incentive Agreements. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. Approve Authorizing the Ratification of the Edinburg Economic Development Corporation Incentive Agreements related to project Bubba Bones and Medusa.
SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve carried.

E. Consultation with City Attorney Regarding Permit Ordinance. (§551.071. Consultation with Attorney; Closed Meeting)
No Action

F. Consultation with City Attorney and Possible Action Regarding Agreement with Palm Valley Animal Society for the Operation of an Animal Shelter. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember Jason De Leon Enter into an Agreement with Palm Valley Animal Society for the Operation of an Animal Shelter as discussed in Executive Session.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem David White Jr. called for a vote.

RECORD OF VOTE:
AYES: Councilmember Daniel "Dan" Diaz,
NAYS: Mayor Pro Tem David White, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.
ABSENT: Mayor Ramiro Garza, Jr**.**
ABSTAIN: None
The motion to Approve does not carry.

18. ADJOURNMENT

MOTION: Councilmember Daniel "Dan" Diaz to Adjourn the meeting.
SECOND: Councilmember Jason De Leon

Mayor Pro Tem David White called for a vote.

RECORD OF VOTE:
AYES: Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: Mayor Ramiro Garza, Jr.
ABSTAIN: None
The motion to Approve carried.

Mayor Pro Tem David White Adjourned the meeting at 9:08 p.m.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____

Clarice Y. Balderas, City Secretary

City Council Approval: _____

MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS
Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
NOVEMBER 15, 2023
6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
David White	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
Jason De Leon	Councilmember Place 2
Johnny Garcia	Councilmember Place 3
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Councilmember Johnny Garcia.
B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 09, 2023 at 7:40 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

City Attorney Omar Ochoa asked Mayor Pro Tem and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PUBLIC COMMENTS

There were no Public Comments.

Mayor Ramiro Garza, Jr. announced to the public there was a petition submitted for a recount for Councilmember Place 4, it had been declared invalid.

5. ELECTION

A. Canvass the Returns and Declare the Results of the City of Edinburg Municipal General Election held on November 07, 2023. [Clarice Y. Balderas, City Secretary]

Mayor Ramiro Garza, Jr. read the official canvass of election returns for the election that took place on November 07, 2023.

Councilmember Place 3

David Salazar, Jr.	3,405 Votes
Johnny Garcia	3,178 Votes
	6,583 Total Votes
	393 Under Votes

Mayor Ramiro Garza, Jr. stated based on those results David Salazar, Jr. is declared the duly elected councilmember.

Councilmember Place 4

David White	3,334 Votes
Gerardo "Jerry" Salazar	3,324 Votes
	6,658 Total Votes
	318 Under Votes

Mayor Ramiro Garza, Jr. stated based on those results David White is declared the duly elected councilmember.

Municipal Court Judge

Hector Bustos, Jr.	4,451 Votes
Armando Guerra	2,150 Votes
	6,601 Total Votes
	375 Under Votes

Mayor Ramiro Garza, Jr. stated based on those results Hector Bustos Jr. is declared the elected Municipal Court Judge for the City of Edinburg.

Mayor Ramiro Garza, Jr. announced during the Oath for Office, they will be presented with

their certificate of election.

B. Consider Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election held on November 07, 2023 for Councilmember Place Three, Councilmember Place Four and Municipal Court Judge. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Johnny Garcia to Approve a Resolution Canvassing the Returns and Declaring the Results of the City of Edinburg Municipal General Election held on November 07, 2023 for Councilmember Place Three, Councilmember Place Four and Municipal Court Judge.
SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

6. ADJOURNMENT

MOTION: Councilmember Johnny Garcia to Adjourn the meeting.
SECOND: Councilmember Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:
AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem David White, Councilmember Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember Johnny Garcia
NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting 6:08 p.m.

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

City Council Approval: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.C.
Award 20 Ton and 50 Ton Air Conditioners

1. **Agenda Item:**
Consider Authorizing the Purchase of a 20 Ton and a 50 Ton Air Conditioning Unit from Carrier Corporation for Edinburg City Hall through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 720-23 in the Amount of $229,700.00. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), Texas InterlocalPurchasing Contract (TIPS), and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff requests the purchase of a 20 ton and a 50 ton air conditioning unit. The 20 ton unit is designated for the City Council Chambers, while the 50 Ton Unit serves the north side of City Hall. Both of the air conditioning units are crucial for maintaining proper air circulation.

The current units are outdated, with parts proving challenging to locate. The City's service provider has resorted to machining custom parts to sustain the operational functionality of these units.

The cost breakdown for the replacement units is as follows:

20 Ton RTU Unit: $89,900.00
50 Ton RTU Unit: $139,800.00

Funding is available through the State and Local Fiscal Recovery Funds (SLFRF). The Contractor must follow all SLFRF Rules and Guidelines.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of a 20 Ton and a 50 Ton Air Conditioner from Carrier Corporation for Edinburg City Hall in through Local Government Purchasing Cooperative (BuyBoard) Contract No. 720-23 in the Amount of $229,700.00.

Reviewed by:
Ascencion Alonzo, Finance Director

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Agreement Carrier Corporation
B. 1st Floor North Side 50Ton RTU 2023

C. Council Chambers 20Ton RTU 2023

DOCUMENT 00500

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **CITY OF EDINBURG** ("Owner") and Carrier Commercial Service ("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:

Supply, furnish, and install a new 50 Ton RTU 2023 and a 20 Ton RTU 2023 Air Condition Units with the following scope of Service:

- **Report with customer**
- **Lock & Tag out electrical**
- **Remove electrical & communication wiring**
- **Remove and Install one (1) 50 Ton rooftop unit**
- **Remove and Install one (1) 20 Ton rooftop unit**
- **Re-Connect existing electrical and communication wiring**
- **Remove lock on electrical**
- **Start package unit and check for proper operation**
- **The new units will come with electric heat**
- **The new units will come with one (1) year parts and labor warranty**
- **The new units will be positions in place using a crane service**

The current 20 Ton and 50 Ton will be relocated and disposed at the Owner's cost. The Contractor will indicate until the new units will be completely installed, connected, tested, and running and physically and documentary accepted in accordance by the Owner.

1.02 Contractor is responsible for requesting a permit from the City of Edinburg – Permits Department 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: **ARPA Funding City Hall Renovations A/C Project.**

OWNER

3.01 The Owner, 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 **the Owner.**

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 **March 1, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **March 1, 2025**

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Substantial Completion / March 1, 2025**
2. Milestone 2 **Final Completion / April 1, 2025**

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. For all Work other than Unit Price Work, a lump sum of $229,700.00

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	Carrier proposes to provide parts and labor for the replacement of a (1) 50Ton RTU Carrier Package Unit. MD#50AKB50-F-611AA SN#057U02922 BUYBOARD #720-23	LS	1	$139,800.00	$139,800.00
1	Carrier proposes to provide parts and labor for the replacement of a (1) 20Ton RTU Carrier Package Unit. MD#50AYB020-C611AA SN#0507U02942 BUYBOARD #720-23	LS	1	$89,900.00	$89,900.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$229,700.00

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 the Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$229,700.00**.

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 **N/A** sheets with each sheet bearing the following general title:
7. Addenda (N/A)
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.

8.04 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 A & B.

Attachments: Exhibit A – Civil Rights Provisions

Exhibit B – Appendix II to 2 CFR Part 200

EXHIBIT A

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 B

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]

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

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Edinburg *(typed or printed name of organization)*	 *(typed or printed name of organization)*
By: *(individual's signature)*	By: *(individual's signature)*
Date: *(date signed)*	Date: *(date signed)*
Name: Myra L Ayla *(typed or printed)*	Name: *(typed or printed)*
Title: City Manager *(typed or printed)*	Title: *(typed or printed)* *(If **(Contractor Name)** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: *(individual's signature)*	Attest: *(individual's signature)*
Title: City Secretary *(typed or printed)*	Title: *(typed or printed)*
Address for giving notices:	Address for giving notices:
City of Edinburg	
415 W. University Drive	
Edinburg, TX 78539	
Designated Representative:	Designated Representative:
Name: Richard "Anthony" Ramos *(typed or printed)*	Name: *(typed or printed)*
Title: Building Maintenance Manager *(typed or printed)*	Title: *(typed or printed)*
Address:	Address:
415 W University Dr.	
Edinburg, TX 78539	
Phone: 956-388-8207	Phone:
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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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

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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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Account City of Edinburg
Phone (956) 330-9879

Site Address 415 W University Dr
Edinburg
TX
78539-4353
United States

Estimate Date 1/05/2024

Quote Number 00778341

Job Description **S-City Of Edinburg City Hall Replace 1st Floor 50Ton RTU 2023…….BUYBOARD#720-23**

Scope of Work

Carrier proposes to provide parts and labor to replace one (1) Carrier package unit.
MD#50AKB50-F-611AA SN#0507U02922.

Scope Of Service:

- **Report with customer**
- **Lock & tag out electrical**
- **Remove electrical & communication wiring**
- **Remove one (1) 50T rooftop unit**
- **Install new rooftop unit**
- **Re-connect existing electrical and communication wiring**
- **Remove lock on electrical**
- **Start package unit and check for proper operation**

Notes:

- **Only what is under the Scope of Service tab will be provided**
- **The new unit will come with electric heat**
- **The new unit will come with one (1) year parts and labor**
- **The unit will be position in place using a crane service (The crane will be offsite by 8AM)**
- **The customer will be responsible for the disposal of the unit being removed**
- **The new unit will not require a curb adapter to be installed.**

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Removal/Disposal of the old unit

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: **$139,800.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Tony Moncada

Carrier Commercial Service

	Title
Customer Acceptance (signature) Date	Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

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not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN

CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/en/worldwide/saas-agreement which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS – I-VU CLOUD – If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply..

Over 100 years of innovations

carrier.com/service

Address 200 N. McColl Rd.
McAllen TX 78501
Phone 956-346-4282
Fax
E-mail juan.moncadajr@carrier.com

Contact Name Richard Ramos
Account City of Edinburg
Phone (956) 330-9879

Site Address 415 W University Dr
Edinburg
TX
78539-4353
United States

Estimate Date 1/05/2024

Quote Number 00794194

Job Description **S-City Of Edinburg City Hall Replace Chamber 20Ton RTU 2023……BUYBOARD#720-23**

Scope of Work

Carrier proposes to provide parts and labor to replace one (1) Carrier package unit.
MD#50AYB020-C611AA SN#0507U02942.

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Notes:
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Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: **$89,900.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Tony Moncada

Carrier Commercial Service

	Title
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not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN

CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS – If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/en/worldwide/saas-agreement which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS – I-VU CLOUD – If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.shareddocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply..

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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.D.
TXDOT STEP CMV FY24-25

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The City was advised on November 27, 2023 that there was a funding opportunity for the submission of compensation of overtime and fringe costs. The submission deadline for this program was on January 4, 2024, which did not provide the opportunity of ample time for city staff to present the Resolution to City Council prior to the submission of the grant application. Due to the time constraints, as a result, staff submitted the Texas Department of Transportation application for Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) and is requesting the City Council's consideration and approval for ratification of the submission of the grant opportunity project.

This grant focuses on reducing CMV crashes, injuries, and fatalities involving vehicles with a body type of "Semi-Trailer" or "Truck Tractor." The Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant will pay for overtime activities by law enforcement to conduct enforcement of Intersection Traffic Control, Impaired Driving, Occupant Protection, Speed and Distracted Driving.

The official award notification is anticipated by August 2024. The period of performance is October 1, 2024 – September 30, 2025. The City is applying for $12,000.00, with a required 20 percent match of approximately $3,000.00 for a total project cost of $15,000.00. The matching funds will require an appropriation of approximately $3,000.00 from the FY 2024-2025 General Fund Operating Budget.

The grant will provide overtime and fringe costs for Commissioned Police Officers to reduce CMV crashes, injuries, and fatalities involving vehicles with a body type of "Semi-Trailer" or "Truck Tractor." Staff recommends ratifying the submission of the grant application to maximize the grant funding opportunity and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to The Texas Department of Transportation for The Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Authorize City Manager to Execute Grant Documents Related Thereto.

Reviewed by:
Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Approved - 1/12/2024
Final Approval - 1/12/2024

Prepared by:
Mary Gonzalez, Grants Analyst

Iris Alvarado, Management
Services Administrator

Attachments:

A. FY25 TxDOT STEP CMV Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMMERCIAL MOTOR VEHICLE (CMV) GRANT AND AUTHORIZE CITY MANAGER TO EXECUTE GRANT DOCUMENTS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the STEP grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

WHEREAS, the City of Edinburg desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1. INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct, and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council hereby ratifies the City Manager to submit the grant application to the Texas Department of Transportation and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related documents on behalf of the City.

SECTION 3: The STEP-CMV grant will fund up to 80 percent of law enforcement overtime activities, and the City agrees to provide the 20 percent local match as required.

SECTION 4: 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 5: 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 V.T.C.A., Government Code, Section 551.04, on the 16th day of January 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.E.
TXDOT Step COMP FY24-25

1. **Agenda Item:**
Consider Resolution Ratifying the City Manager's Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Comprehensive Grant and Authorize City Manager to Execute Grant Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. **Description:**
The City was advised on November 27, 2023 that there was a funding opportunity for the submission of compensation of overtime and fringe costs. The submission deadline for this program was on January 4, 2024 which did not provide the opportunity of ample time for city staff to present the resolution to City Council prior to the submission of the grant application. Due to the time constraints, as a result, staff submitted the Texas Department of Transportation application for Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Comprehensive and is requesting the City Council's consideration and approval for ratification of the submission of the grant opportunity project.

This Grant will pay for overtime activities by law enforcement to reduce the incidence of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations and cellular/texting violations.

The official award notification is anticipated by August 2024. The period of performance is October 1, 2024 – September 30, 2025. The City is applying for approximately $37,000.00, with a required 20 percent match of approximately $10,000.00 for a total project cost of $47,000.00. The matching funds will require an appropriation of approximately $10,000.00 from the FY 2024-2025 General Fund Operating Budget.

The grant will provide overtime and fringe costs for Commissioned Police Officers to reduce the incidence of speeding, driving while intoxicated, failure to use occupant restraint systems, intersection traffic control violations and cellular/texting violations. Staff recommends ratifying the submission of the grant application to maximize the grant funding opportunity and alleviate budget expenditures.

3. **Staff's Recommendation:**
Approve Resolution Ratifying the City Manager's Submission of a Grant Application to The Texas Department of Transportation for The Fiscal Year 2024-2025 Selective Traffic Enforcement Program (STEP) – Comprehensive Grant and Authorize City Manager to Execute Grant Documents Related Thereto.

Reviewed by:
Jaime Ayala, Police Chief
Jesus Saenz, Assistant City Manager

Approved - 1/12/2024
Final Approval - 1/12/2024

Prepared by:
Mary Gonzalez, Grants Analyst
Iris Alvarado, Management

Services Administrator
Iris Alvarado, Management
Services Administrator

Attachments:

A. FY25 TxDOT STEP Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**RESOLUTION RATIFYING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMPREHENSIVE GRANT AND AUTHORIZE CITY MANAGER TO EXECUTE GRANT DOCUMENTS.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2024-2025 Selective Traffic Enforcement Program – Comprehensive Grant; and

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and

WHEREAS, the STEP grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

WHEREAS, the City of Edinburg desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS THAT:

SECTION 1. INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct, and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council hereby ratifies the City Manager to submit the grant application to the Texas Department of Transportation and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related documents on behalf of the City.

SECTION 3: The STEP grant will fund up to 80 percent of law enforcement overtime activities, and the City agrees to provide the 20 percent local match as required.

SECTION 4: 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 5: 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 V.T.C.A., Government Code, Section 551.04, on the 16th day of January, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:
Omar Ochoa Law Firm P.C.

By: _____
Omar Ochoa
City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: January 16, 2024
CONSENT AGENDA
Agenda Item No: 12.F.

1. **Agenda Item:**
Consider Awarding Bid No. 2024-03, Annual Pool Chemical Supplies to Valley Solvents & Chemical for Items 1, 3 and 6, in the Amount of $54,786.60 and to Chemsol Services for Items 2, 4 and 5 in the Amount of $25,907.50. [Javier Garza, Director of Parks & Recreation]

2. **Description:**
On Tuesday, November 14, 2023 at 3p.m. bids were opened for Bid No. 2024-03, Annual Pool Chemical Supplies. A total of five (5) bids were received and opened. A review and tabulation revealed that Valley Solvents providing the best responsible price for Items 1, 3, & 6 and Chemsol Services providing the best responsible price for Items 2, 4, & 5.

Below is the list of vendors who responded to the bid:

1 Valley Solvents
2 Chemsol Services
3 Chemrite Inc.
4 Poolsure
5 Leslie's Poolmart

Funding in the amount of $85,000.00 is available in the 2023-2024 General Fund Operating Budget, Parks and Recreation. City Staff has verified that no monies are owed to the City by Valley Solvents and Chemsol Services. The City of Edinburg has previously done business with both Valley Solvents and Chemsol Services.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2024-03, Annual Pool Chemical Supplies to Valley Solvents & Chemical for Items 1, 3 and 6, in the amount of $54,786.60 and to Chemsol Services for Items 2, 4 and 5 in the amount of $25,907.50.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Approved - 1/12/2024	Lee Tamez, Administrative Assistant
Ascencion Alonzo, Finance Director	New -	
Ascencion Alonzo, Finance Director		

Attachments:
A. Bid Tab-Annual Pool Chemical Supplies
B. Bid Tabulation Pool Chemical Supplies-Detailed
C. Notice to Bidders Pool Chemicals
D. Chemicals Bidder's List
E. Valley Solvents Chemicals Bid
F. Chemsol Chemicals Bid
G. Chemrite Chemicals Bid

H. Poolsure Chemicals Bid
I. Leslie's Poolmart Chemicals Bid
J. Pool Chemicals Agreement Template (1)

THE CITY OF Edinburg

Bid 2024-03 - Annual Pool Chemical Suuplies
Opening Date: November 14, 2023 at 3:00 p.m.

				Bidders:	Chemrite, Inc.	Commercial Chemical Products, Inc. DBA Poolsure	Leslie's Poolmart, Inc.	Chemsol Services	Valley Solvents & Chemicals
Line Item	**Description**	**Quantity**	**Unit of Measure**		**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**	**Unit Cost**
1	Sodium Hypochlorite 10%	11000	Gallon		No Bid	$3.65	No Bid	No Bid	$3.15
2	Sodium Hypochlorite 12.5%	2750	Gallon		No Bid	No Bid	Didn't meet specification	$4.05	$4.18
3	Hydrochloric Acid	3850	Gallon		No Bid	No Bid	Didn't meet specification	$5.09	$4.52
4	Calcium Hypochlorite (Shock)	2500	Lbs.		2.85	No Bid	$3.29	$2.56	$2.90
5	Sodium Bicarbonate	13500	Lbs.		No Bid	No Bid	$0.67	$0.62	$0.78
6	Isocyanuric Acid	2420	Lbs.		No Bid	No Bid	$2.17	No Bid	$1.13

BID RECOMMENDATION FORM

Title: Annual Swimming Pool Chemicals
Bid No.: 2024-03
Date Opened: 11/14/2023

			Valley Solvents & Chemical		Chemsol Services			
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	11000 GAL.	Sodium Hypochlorite 10%	$ 3.15	$ 34,650.00	No Bid	$ -		
2	2750 GAL.	Sodium Hypochlorite 12.5%	$ 4.18	$ 11,495.00	$ 4.05	$ 11,137.50		
3	3850 GAL.	Hydrochloric Acid	$ 4.52	$ 17,402.00	$ 5.09	$ 19,596.50		
4	2500 LBS.	Calcium Hypochlorite	$ 2.90	$ 7,250.00	$ 2.56	$ 6,400.00		
5	13500 LBS.	Sodium Bicarbonate	$ 0.78	$ 10,530.00	$ 0.62	$ 8,370.00		
6	2420 LBS.	Isocyanuric Acid	$ 1.13	$ 2,734.60	No Bid	$ -		
		SUBTOTAL.....	All Items	$84,061.60	All Items	$45,504.00		
		NET TOTAL.....	1,3,6	$54,786.60	2,4,5	$25,907.50		
		TERMS.....						
		DELIVERY.....						

RECOMMENDATION:

Award: Bid No. 2024-03, Annual Swimming Pool Chemicals to
Valley Solvents & Chemicals for Items 1,3,6
Chemsol Services for Items 2,4,5

Department: Parks & Recreation - Aquatics
Budgeted Amount Available: $85,000
Additional Funds Required: $0.00
Prepared By: Nicholus A. Villarreal - Aquatics Manager

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

BID RECOMMENDATION FORM

Title: Annual Swimming Pool Chemicals
Bid No.: 2024-03
Date Opened: 11/14/2023

			Chemrite Inc.		Poolsure		Leslie's Poolmart	
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	11000 GAL.	Sodium Hypochlorite 10%	No Bid	$ -	$3.65	$ 40,150.00	No Bid	$ -
2	2750 GAL.	Sodium Hypochlorite 12.5%	No Bid	$ -	No Bid	$ -	No Bid	$ -
3	3850 GAL.	Hydrochloric Acid	No Bid	$ -	No Bid	$ -	No Bid	$ -
4	2500 LBS.	Calcium Hypochlorite	$ 2.85	$ 7,125.00	No Bid	$ -	$ 3.29	$ 8,225.00
5	13500 LBS.	Sodium Bicarbonate	No Bid	$ -	No Bid	$ -	$ 0.67	$ 9,045.00
6	2420 LBS.	Isocyanuric Acid	No Bid	$ -	No Bid	$ -	$ 2.17	$ 5,251.40
		SUBTOTAL.	All Items	$7,125.00	All Items	$40,150.00	All Items	$22,521.40
		NET TOTAL		$0.00		$0.00		$0.00
		TERMS.						
		DELIVERY						

RECOMMENDATION:

Award: Bid No. 2024-03, Annual Swimming Pool Chemicals to
Valley Solvents & Chemicals for Items 1,3,6
Chemsol Services for Items 2,4,5

Department: Parks & Recreation - Aquatics
Budgeted Amount Available: $85,000
Additional Funds Required: $0.00
Prepared By: Nicholus A. Villarreal - Aquatics Manager

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

REQUEST FOR BIDS

2024-03

ANNUAL POOL CHEMICAL SUPPLIES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 25, 2023

DEADLINE FOR QUESTIONS: November 3, 2023

RESPONSE DEADLINE: November 14, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg

REQUEST FOR BIDS

Annual Pool Chemical Supplies

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Sample Agreement.....

1. Introduction

1.1. Summary

The City of Edinburg Parks & Recreation Department is seeking sealed bids the purchase and delivery for the annual supply of pool chemicals.

1.2. Background

Addresses for delivery are as follows

Edinburg Municipal Water Park, 125 Mark S. Pena Drive, Edinburg TX, 78539

Edinburg Fountain Pool, 1210 W. McIntyre St., Edinburg TX 78539

1.3. Contact Information

Nicholus Villarreal
Aquatics Manager
315 Mark S. Pena Drive
Edinburg, TX 78541
Email: nicvillarreal@cityofedinburg.com
Phone: (956) 607-2828

Department:
Parks & Recreation

Department Head:
Javier Garza
Parks & Recreation Director

1.4. Timeline

Release Project Date	October 25, 2023
Question Submission Deadline	November 3, 2023, 5:00pm
Proposal Submission Deadline	November 14, 2023, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Annual Pool Chemical Supplies

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

3:00 pm, Tuesday, November 14, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 14, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2024-03" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids 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)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Friday, November 3, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Annual Pool Chemical Supplies

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. 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/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid 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/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, 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.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and 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.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder 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.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, 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 bid. 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 available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder'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 bidder to receive any such addendum or interpretation shall not relieve such Bidder 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

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Annual Pool Chemical Supplies as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase 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.

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder 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. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

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.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder 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 bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

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 Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

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.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

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.

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.

AWARD

For purposes of this project, award will be contingent on approval of budget.

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.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

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, if the City is being repeatedly over charged, improperly charged, 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. The bidder shall be afforded the same right to terminate this contract in the same manner.

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. Vendor Requirements

All shipping/delivery charges to be included in bid price. Chemicals will be purchased on an “as needed” basis. Bulk deliveries will vary in quantities and ordered as needed. A lift gate will be needed for unloading other chemical containers and materials.

Delivery of chemicals due 1-4 days after order.

4.2. Sodium Hypochlorite 10%

To be delivered in bulk. Vendor should be able to fill stationed containers located inside the pool chemical room from a distance of at least 30Ft.

4.3. Sodium Hypochlorite 12.5%

To be delivered in 55 Gallon drum containers.

4.4. Hydrochloric Acid

To be delivered in 55 Gallon drum containers.

4.5. Calcium Hypochlorite (Shock)

To be delivered in 100 LBS bucket containers

4.6. Sodium Bicarbonate

To be delivered in 55 LBS bag units

4.7. Isocyanuric Acid

To be delivered in 55 LBS bag units or keg units

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.2. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. 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

*5.1.5. Please fill out and sign House Bill 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

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.6. Please fill out and sign 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 2274.002 Section 1. Subtitle A, Title 8 by adding 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.

- SENATE_BILL_13_VERIFICATION...

*Response required

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

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.

- SENATE_BILL_19_VERIFICATION...

*Response required

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

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.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

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

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/forms/conflict/ .

*Response required

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

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/.

☐ Please confirm

*Response required

6. Pricing Proposal

ANNUAL POOL CHEMICAL SUPPLIES

All shipping/delivery charges to be included in bid price. Chemicals will be purchased on an "as needed" basis.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Sodium Hypochlorite 10%	11,000	Gallon			
2	Sodium Hypochlorite 12.5%	2,750	Gallon			
3	Hydrochloric Acid	3,850	Gallon			
4	Calcium Hypochlorite (Shock)	2,500	Lbs.			
5	Sodium Bicarbonate	13,500	Lbs.			
6	Isocyanuric Acid	2,420	Lbs.			
TOTAL						

Email Addresses	
heath@actioncleaningsystemsinc.com	jaco@zamigo.net
SALES@ALAMOWATERSERVICE.COM	m.varela@kurita-water.com
sonia@ampacchemical.com	Info.LPTWater@gmail.com
tracy_aquarec@MSN.COM	mediaresourcesllc@gmail.com
nhelburn@aqualogicwc.com	j.miggins@hydrotechutilities.com
andah@atlanticpetro.com	wade.davis@mooresupply.com
JBunyan@barentz.us	amy.morris@chemstation.com
tb_trucking@yahoo.com	asmith@napcochemical.com
jbrown@brenntag.com	m.armadillo@outlook.com
bradkym@worthhydrochemofhouston.com	Devon.Sankar@PivotalInd.com
chrystal.beasley@beaspireenviro.com	gpurdy@precisionwater.net
aacosta@carconindustries.com	twhite@procheminc.com
certifiedlabs.biddepartment@nch.com	mail@peeco.com
michelle.hathaway@nch.com	jmhyman28@gmail.com
dan@chemicaluniverse.com	ahite@purebizsolns.com
janice@chemico.com	aquatics@recreonics.com
toneal@chemnationinc.com	cmitchum@RedEagleTexas.onmicrosoft.com
robinodom@chemsolservices.com	info@ecocommercialproducts.com
r.cannon@clearflowsolutions.com	sales@rhomar.com
kpohlman@coastlineltd.com	ashaver@ruralpipe.com
info@commercialswim.com	shaunda@safetycounts.net
dbahcall@c-supply.com	ldavis@seacotech.com
jcfranco@cuapools.com	sales@simbaindustries.com
mattw@designcontrols.net	solagroupllc@gmail.com
jkey@dxgroup.com	scott.robertson@solugentech.com
jason.stehlik@culliganultrapure.com	johnm@stlb.net
jeff.phillips@dunagintransport.com	info@staconllc.com
jkey@dxgroup.com	george.broughton@sterilemate.com
nmccann@earthwiseenvironmental.com	support@servicemywater.com
echolsenvironmental@gmail.com	towana.bryant@trinityfreightservices.com
martha@elpenterprisesinc.com	kirk.saunders@wescochemicals.com
abhishek@expotechusa.com	daniel.worthatx@yahoo.com
maryerwin@filtrationandequipment.com	jrice@yukontechnology.com
ambrish@finoric.com	joemedina@valleysolvents.com
Kswaydan@wfbiz.rr.com	sales@chemsolservices.com
jgamlen@g-c.com	aespericueta@lesl.com
mgarratt@g-c.com	bgill@gilldigital.com
elisa@gc3.com	mary@houstonchemsafe.com
jacob@gulfcoastalservices.com	sales@isi-tx.com
mary@thegreenchemicalstore.com	bids@itoh2.com
mari@itsusainc.com	sales@industrialwater.net

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-03

Annual Pool Chemical Supplies

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Wednesday, December 6, 2023

Valley Solvents & Chemicals Proposal

CONTACT INFORMATION

Company:
Valley Solvents & Chemicals

Email:
joemedina@valleysolvents.com

Contact:
Joe Medina

Address:
15281 Hwy 107
Harlingen, TX 78552

Phone:
N/A

Website:
N/A

Submission Date:
Nov 10, 2023 11:17 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

City_of_Edinburg_COI.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Form_1295_Certificate_101127075_(1).pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

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

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

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- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

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

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- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

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

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_of_Prime_Bidder.pdf

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Form_1295_Certificate_101127075_(1).pdf

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Confirmed

PRICE TABLES

ANNUAL POOL CHEMICAL SUPPLIES

All shipping/delivery charges to be included in bid price. Chemicals will be purchased on an “as needed” basis.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Sodium Hypochlorite 10%	11,000	Gallon	$3.15	$34,650.00	
2	Sodium Hypochlorite 12.5%	2,750	Gallon	$4.18	$11,495.00	
3	Hydrochloric Acid	3,850	Gallon	$4.52	$17,402.00	
4	Calcium Hypochlorite (Shock)	2,500	Lbs.	$2.90	$7,250.00	
5	Sodium Bicarbonate	13,500	Lbs.	$0.78	$10,530.00	
6	Isocyanuric Acid	2,420	Lbs.	$1.13	$2,734.60	
TOTAL					**$84,061.60**	

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-03

Annual Pool Chemical Supplies

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Wednesday, December 6, 2023

President Proposal

CONTACT INFORMATION

Company:
President

Email:
robinodom@chemsolservices.com

Contact:
Robin Odom

Address:
po box 533207
HARLINGEN, TX 78553

Phone:
(956) 440-7408

Website:
www.chemsolservices.com

Submission Date:
Nov 14, 2023 11:58 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

Certificate_of_Liability_Insurance_2023-2024.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

BRWF8DA0C0C31E1_001842.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
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PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
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- HOUSE_BILL_89_VERIFICATION.pdf

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SB 13 ENERGY COMPANY BOYCOTTS

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- SENATE_BILL_13_VERIFICATION...

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Pass

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- SENATE_BILL_19_VERIFICATION...

BRWF8DA0C0C31E1_001844.pdf

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

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- CITY_OF_EDINBURG_NONCOLLUSI...

BRWF8DA0C0C31E1_001846.pdf

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Pass

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

BRWF8DA0C0C31E1_001848.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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/.

Confirmed

PRICE TABLES

ANNUAL POOL CHEMICAL SUPPLIES

All shipping/delivery charges to be included in bid price. Chemicals will be purchased on an “as needed” basis.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Sodium Hypochlorite 10%		Gallon	No Bid	No Bid	X
2	Sodium Hypochlorite 12.5%	2,750	Gallon	$4.05	$11,137.50	
3	Hydrochloric Acid	3,850	Gallon	$5.09	$19,596.50	
4	Calcium Hypochlorite (Shock)	2,500	Lbs.	$2.56	$6,400.00	
5	Sodium Bicarbonate	13,500	Lbs.	$0.62	$8,370.00	
6	Isocyanuric Acid		Lbs.	No Bid	No Bid	X
TOTAL					**$45,504.00**	

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

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-03

Annual Pool Chemical Supplies

RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Wednesday, December 6, 2023

Chemrite, Inc. Proposal

CONTACT INFORMATION

Company:
Chemrite, Inc.

Email:
sales@chemrite.com

Contact:
Aaron Opp

Address:
5202 Belle Wood Ct., Ste 104
Buford, GA 30518

Phone:
(770) 271-5576

Website:
N/A

Submission Date:
Nov 14, 2023 9:44 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

COI_2023.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

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Edinburg,_TX_GENERAL_QUESTIONNAIRE.pdf

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PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
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SB 13 ENERGY COMPANY BOYCOTTS

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- SENATE_BILL_13_VERIFICATION...

Edinburg,_TX_SENATE_BILL_13_VERIFICATION.pdf

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

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- SENATE_BILL_19_VERIFICATION...

Edinburg,_TX_SENATE_BILL_19_VERIFICATION.pdf

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Pass

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- CITY_OF_EDINBURG_NONCOLLUSI...

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Edinburg,_TX_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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Confirmed

PRICE TABLES

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3	Hydrochloric Acid		Gallon	No Bid	No Bid	X
4	Calcium Hypochlorite (Shock)	2,500	Lbs.	$2.85	$7,125.00	
5	Sodium Bicarbonate		Lbs.	No Bid	No Bid	X
6	Isocyanuric Acid		Lbs.	No Bid	No Bid	X
TOTAL					**$7,125.00**	

City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2024-03

Annual Pool Chemical Supplies

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Report Generated: Wednesday, December 6, 2023

Commercial Chemical Products, Inc. DBA Poolsure Proposal

CONTACT INFORMATION

Company:
Commercial Chemical Products, Inc. DBA Poolsure

Email:
bids@poolsure.com

Contact:
Lori Wallace

Address:
1707 Townhurst Drive
Houston, TX 77043

Phone:
(800) 858-7665 Ext: 120

Website:
www.poolsure.com

Submission Date:
Nov 14, 2023 10:43 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

City_of_Edinburg_COI_Poolsure.pdfVariations_from_the_Specifications_Requirements.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
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LITIGATION_DISCLOSURE_FORM_Poolsure.pdf

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Conflict_of_Interest_Disclosure_Poolsure.pdf

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6	Isocyanuric Acid		Lbs.	No Bid	No Bid	X
TOTAL					**$40,150.00**	

City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
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RESPONSE DEADLINE: November 14, 2023 at 3:00 pm

Report Generated: Wednesday, December 6, 2023

Leslie's Poolmart, Inc. Proposal

CONTACT INFORMATION

Company:
Leslie's Poolmart, Inc.

Email:
government@lesl.com

Contact:
Gigi Cazares

Address:
2005 East Indian School Road
Phoenix, AZ 85016

Phone:
(602) 438-2666

Website:
www.lesliespool.com

Submission Date:
Nov 10, 2023 2:47 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

Leslies_COI_2024.pdfW9_2023.pdfCity_of_Edinburg,_TX_QUOTE_000696830_231030.pdfCity_of_Edinburg,_TX__Annual_Pool_Chemical_Supplies__Bid_#_2024-03_11.07.2023.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

City_of_Edinburg,_TX__GENERAL_QUESTIONNAIRE_(002)_11.08.2023.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

City_of_Edinburg,_TX__LITIGATION_DISCLOSURE_FORM_(002)_11.08.2023.pdf

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

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

City_of_Edinburg,_TX__CONFLICT_OF_INTEREST_(002)_11.08.2023.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

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

- HOUSE_BILL_89_VERIFICATION.pdf

City_of_Edinburg,_TX__HOUSE_BILL_89_VERIFICATION_(002)_11.08.2023.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding 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.

- SENATE_BILL_13_VERIFICATION...

City_of_Edinburg,_TX__SENATE_BILL_13_VERIFICATION_(002)_11.08.2023.pdf

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

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.

- SENATE_BILL_19_VERIFICATION...

City_of_Edinburg,_TX__SENATE_BILL_19_VERIFICATION_(002)_11.08.2023.pdf

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

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.

- CITY_OF_EDINBURG_NONCOLLUSI...

City_of_Edinburg,_TX__NONCOLLUSION_AFFIDAVIT_(002)_11.08.2023.pdf

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

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/forms/conflict/ .

City_of_Edinburg,_TX__CONFLICT_OF_INTEREST_(002)_11.08.2023.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
Pass

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/.

Confirmed

MCALLEN, TX #1024
5612 N 10TH ST STE 100

MCALLEN, TX 78504-2674
Phone # : (956) 683-1284
Fax #...: (956) 683-0016

LESLIE'S SWIMMING POOL SUPPLIES Commercial Division

Quote

Quote #: 696830 **Quote Name:** CITY OF EDINBURG-ANNUAL BID 2024 CHEMICALS **Date.....:** 10/30/23
Customer: CITY OF EDINBURG **Customer #:** 51490

Billing Address:
PO BOX 1079
EDINBURG TX, 78540-1079

Shipping Address:
PO BOX 1079
EDINBURG TX, 78540-1079

Contact..: NICK
Phone....: (956) 383-5661 **Email.:**

Line #	Item #	Item Description	Qty	Unit Price	Ext Price
1	14239	CHLOR 4X1 (NO DEP 10-12.5%)	688	30.93	21,279.84
2	14015	ACID 2X1 (NO DEP 29-32%)	1925	19.10	36,767.50
3	14209	100LB POWER POWDER GRANULAR 70	25	329.00	8,225.00
4	81292	ALKAUP 50# BAG	270	33.49	9,042.30
5	81293	CONDITIONER 100# DRUM	25	217.49	5,437.25

To Approve: Sign and Fax to ANGEL ESPERICUET (602)366-3923
For Question please call (602)366-9999
Signature...: _____ **Date:**_____
Print Name: _____

Sub-Total..:	80,751.89
Freight.....:	.00
Tax.....:	.00
Labor.....:	.00
Total.....:	**80,751.89**

___ IF A CONTRACT IS REQUIRED TO COMPLETE JOB, LESLIES NEEDS TO APPROVE CONTRACT PRIOR TO JOB START DATE.
___ INVOICES IN EXCESS OF $1,000 ARE SUBJECT TO A DOWN PAYMENT

THIS QUOTE IS MADE AS OF THE DATE SET FORTH ABOVE AND IS VALID FOR THIRTY (30) DAYS. UPON EXPIRATION OF THE 30 DAY PERIOD, PRICING AND OTHER COMPONENTS OF THE QUOTE ARE SUBJECT TO CHANGE. LESLIE'S RESERVES THE RIGHT TO MAKE ADJUSTMENTS IN FULL OR IN PART TO THE QUOTE FOR VARIOUS REASONS INCLUDING, BUT NOT LIMITED TO, CHANGING MARKET CONDITIONS, PRODUCT AND SERVICE DISCONTINUATION OR AVAILABILITY, MANUFACTURER PRICE CHANGES, ERRORS IN ADVERTISEMENTS OR QUOTES, OR STATE OR FEDERAL TAX CHANGES. LESLIE'S REQUIRES PAYMENT IN FULL ON ANY ORDER PRIOR TO ORDERING PARTS OR OUT-OF-STOCK ITEMS. UNLESS NOTED ABOVE, THIS QUOTE DOES NOT INCLUDE CHARGES FOR FREIGHT, MEDIA (I.E., SAND, SALT OR DIATOMACEOUS EARTH), OR INSTALLATION.
LESLIE'S DOES NOT CERTIFY NOR WARRANT THE CONDITION OF OWNER'S POOL OR EQUIPMENT. IT IS THE RESPONSIBILITY OF THE POOL OWNER/OPERATOR TO MAINTAIN THEIR POOL ACCORDING TO ALL STATE AND LOCAL HEALTH CODE STANDARDS AND REGULATIONS.

Thank you for shopping with Leslies

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR SERVICES

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

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

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

NOW, THEREFORE, City and Vendor do mutually agree 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 shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor 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 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. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) 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. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional

standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

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 for Services being contracted herein as follows:

A. City agrees to pay Vendor for annual pool chemical supplies herein contracted pursuant to the unit price when delivered.

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 conduct in the performance or furnishing of 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. Vendor 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 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 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'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. 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:

[address]
Attn.: [name]

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.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Ron Garza, 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:_____
Myra L. Ayala, 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: